



TRACY CITY COUNCIL

REGULAR MEETING AGENDA

Tuesday, April 15, 2025, 7:00 P.M.

Tracy City Hall Chambers, 333 Civic Center Plaza, Tracy

Web Site: www.cityoftracy.org

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

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

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

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

Remote Public Comment:

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

- *Comments via:*
 - **Online by visiting** <https://cityoftracyevents.webex.com> and using the following **Event Number 2552 401 8474** and **Event Password: TracyCC**
 - ***If you would like to participate in the public comment anonymously***, you may submit your comment in WebEx by typing "Anonymous" when prompted to provide a First and Last Name and inserting Anonymous@example.com when prompted to provide an email address.
 - Join by phone by dialing +1-408-418-9388, enter 25524018474#8722922# Press *3 to raise the hand icon to speak on an item.

- *Protocols for commenting via WebEx:*
 - *If you wish to comment on the "Consent Calendar", "Items from the Audience/Public Comment" or "Regular Agenda" portions of the agenda:*
 - 1) *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.*
 - 2) *If you no longer wish to comment, you may lower your hand by clicking on the Hand icon again.*
 - *Comments for the "Consent Calendar" "Items from the Agenda/Public Comment" or "Regular Agenda" portions of the agenda will be accepted until the public comment for that item is closed.*
 - *Comments received on Webex outside of the comment periods outlined above will not be included in the record.*

Date Posted: April 10, 2025

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

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

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

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

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

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

Date Posted: April 10, 2025

CALL TO ORDER

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

ROLL CALL AND DECLARATION OF CONFLICTS

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENTATIONS

1. Proclamation: National Day of Prayer
2. Proclamation: Love Tracy Day

ORDER OF BUSINESS

1. CONSENT CALENDAR

- 1.A. Adoption of April 1, 2025 Closed Session and Regular Council Meeting Minutes.
- 1.B. Staff recommends that the City Council adopt a Resolution authorizing the purchase of one Mini Mac Model 400 Thermoplastic Ride-on Detail Striper from Mark Rite Lines Equipment Company, Inc., a subsidiary of Federal Signal Corporation, in the amount of \$124,534 for the application of thermoplastic markings for intersection work, symbols, legends, bike lane and short line striping.
- 1.C. Staff recommends that the City Council adopts a resolution 1) authorizing the purchase of six (6) 29-foot low floor buses for Tracer fixed route service for a total of \$4,620,546 from Gillig, LLC through the California Association for Coordinated Transportation/Morongo Basin Transit Authority Purchasing Cooperative Contract #23-01, pursuant to Tracy Municipal Code section 2.20.220; 2) approve a contingency amount of \$240,000 for change orders necessary resulting during production; and (3) authorizing the City Manager to take any or all actions that may be necessary or advisable to effectuate the purchase.
- 1.D. Staff recommends that the City Council adopt a Resolution (1) approving a Master Terms and Conditions Agreement with Via Mobility, LLC, to provide a mobility on-demand software solution for the TRACER bus system for a total not to exceed amount of \$175,184, for an initial term of five-years, and an administrative option for the City Manager to extend the term for one additional year, and (2) authorizing the City Manager, or designee, to sign any ancillary support agreements.
- 1.E. Staff recommends that the City Council adopt a Resolution approving a Purchase Agreement for information technology goods, commodities, and ancillary services with SHI International Corp., utilizing OMNIA Partners cooperative purchase for a not to exceed amount of \$500,000 per calendar year and the term ending on July 1, 2034.
- 1.F. Staff recommends that the City Council adopt a Resolution approving Contract Amendment 1 with CDW Government LLC, utilizing the OMNIA Partners cooperative purchase agreement for Information Technology Solutions and Services, increasing the spend authority to an amount not to exceed \$1,800,000 annually, for the original contract term expiring on April 30, 2028.

- 1.G. Staff recommends that the City Council adopt a Resolution authorizing the purchase of one 2025 Ford Utility Police Explorer Interceptor from Phil Long Ford of Denver in the amount of \$54,120 for the Police Department.
- 1.H. Staff recommends that the City Council adopt a Resolution: (1) approving a General Services Agreement with R.E. Schultz Construction, Inc., for the removal and replacement of poured-in-place playground surfacing at William Adams Park for a not-to-exceed amount of \$141,229, and (2) appropriating \$98,000 from the General Fund (Fund 101) and \$20,000 from the Tracy Consolidated Landscape District Zone 15 (Fund 271).
- 1.I Staff recommends that the City Council adopt a resolution (1) approving the Offsite Improvement Agreement between the City and Prologis, L.P. for offsite improvements on Promontory Parkway, (2) authorizing the City Clerk to accept land dedications, and (3) authorizing the City Clerk to file the conveyance documents with the San Joaquin County Recorder.

2. ITEMS FROM THE AUDIENCE

3. REGULAR AGENDA

- 3.A. Staff recommends that the City Council takes the following actions: (1) by motion provide direction on the next phases, including detailed design, environmental review, and funding strategy refinement; and (2) adopt a Resolution: (A) approving implementation of an Aquatic Center Final Conceptual Plan, completed by Group 4 Architecture, Research + Planning, Inc., and (B) authorizing Group 4 Architecture, Research + Planning, Inc. (Consultant) and staff to proceed with Phase 2 of the Professional Services Agreement between the City and Consultant approved pursuant to Resolution No. 2024-160 for services related to Capital Improvement Project 78054, and (C) authorizing the City Manager, or designee, to take all necessary actions to advance the project for further consideration in accordance with City policies and procedures.
- 3.B. Staff recommends that the City Council receive an update on the Measure V revenue projections, current spending plan and provide direction to staff regarding priorities.
- 3.C Staff recommends that the City Council discuss, consider actions to accept a donation from Integral Communities for a Public Art Sculpture and installation in the public right-of-way on the roundabout at Corral Hollow Road and Sierra View Drive Intersection, and provide direction.

4. ITEMS FROM THE AUDIENCE

5. STAFF ITEMS

6. COUNCIL ITEMS

7. ADJOURNMENT

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

April 1, 2025, 6:30 p.m.

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

1. Mayor Arriola called the meeting to order at 6:30 p.m.
2. There were no actions taken pursuant to AB 2449.
3. Roll Call and Declaration of Conflicts – Council Members Evans, Nygard, Mayor Pro Tem Abercrombie, and Mayor Arriola present. Council Member Bedolla was absent from roll call.
4. ITEMS FROM THE AUDIENCE – There were no items from the audience.
5. Request to Conduct Closed Session:

5.A CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
(Gov. Code Section 54956.9(d)(1))

The City Council finds, based on advice from legal counsel, that discussion in open session will prejudice the position of the City in the litigation. Case Name: Dwayne Pavelski vs. City of Tracy, Workers Compensation Claim NO.FR240501

5.B. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
(Gov. Code Section 54956.9(d)(1))

The City Council finds, based on advice from legal counsel, that discussion in open session will prejudice the position of the City in the litigation. Case Name: Michael Rickman vs. City of Tracy, Workers Compensation Claim NO.FR240096

There was no public comment on item 5.A.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to recess to closed session. Time: 6:32 p.m. Roll call found Council Members Evans, Nygard, Mayor Pro Tem Abercrombie, and Mayor Arriola all in favor; passed and so ordered. Council Member Bedolla was absent from roll call.

6. Reconvene to Open Session – Time: 6:32 p.m.
Council Member Bedolla arrived at 6:33 p.m.
7. Report of Final Action – No report of final action.
8. Council Items and Comments – There were no public comments.
9. Adjournment: Time: 6:50 p.m.

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

The above agenda was posted at the Tracy City Hall on March 27, 2025. The above are action minutes. A recording is available at the office of the City Clerk.

ATTEST:

Mayor

City Clerk

April 1, 2025, 7:00 p.m.

City Hall, 333 Civic Center Plaza, Tracy

Web Site: www.cityoftracy.org

Mayor Arriola called the meeting to order at 7:00 p.m.

There were no actions taken pursuant to AB 2449.

Roll Call and Declaration of Conflicts – Council Members Bedolla, Evans, Nygard, Mayor Pro Tem Abercrombie and Mayor Arriola present. City Council had no declarations of conflict.

Mayor Arriola led the Pledge of Allegiance.

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

Midori Lichtwardt, City Manager presented award for April Employee of the Month to Vanessa Ramirez, Finance Department.

Mayor Arriola presented National Volunteer Week Proclamation to Chris Lomas.

Mayor Arriola presented a Certificate of Appointment to the Measure V Residents' Oversight Committee Appointees, to Mohammad Ibrahim and Gerald Jeffs.

Mayor Arriola presented Certificates of Recognition of Military Enlistments to Brandon Jaime Madera (Marines), Quentin Embry (Air Force), Kalani Morriea (Air Force), Arvelle Aquisap (Air Force), Chad K. Garcia (Army) and Roberto Juarez Lopez (Army).

1. CONSENT CALENDAR – Karin Schnaider, Assistant City Manager pulled Items 1.H and 1.I to be brought back at a future date.

Andrew Shen, Interim City Attorney stated that a corrected version of the Resolution for Agenda Item 1.M, correcting minor typographical errors was placed on the dais.

Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to adopt the Consent Calendar except for Items 1.H and 1.I and adopt Item 1.M Resolution as amended. Roll call found all in favor; passed and so ordered.

- 1.A. Adoption of March 4, 2025, Closed Session and Regular Meeting Minutes and March 18, 2025, Special and Regular Meeting Minutes. Minutes were adopted.
- 1.B. Staff recommend that the City Council adopt a resolution approving the execution of a General Services Agreement with Telstar Instruments, Inc., a California corporation, to replace and program the Programmable Logic Controller (PLC) for the Final Effluent Pump Station at the City of Tracy Wastewater Treatment Plant in a not-to-exceed amount of \$157,401 and a term ending on December 31, 2025. – Resolution 2025-062

- 1.C. Staff recommend that City Council adopt a resolution approving the execution of a General Services Agreement with Valentine Corporation for the replacement of the Sedimentation Basin Sludge Removal Rakes at the John Jones Water Treatment Plant with a term ending on December 31, 2025, and a total not-to-exceed amount of \$242,369. – Resolution 2025-063
- 1.D. Staff recommends that City Council adopt a Resolution: 1) determining that compliance with the Formal Contract Procedure is not in the best interest of the City and dispose such requirements for the replacement of certain underdrains at the John Jones Water Treatment Plant for the Capital Improvement Project (CIP) 75126 pursuant to Tracy Municipal Code Section 2.20.180(b)(4); and 2) authorizing the execution of Amendment No. 1 to the General Services Agreement with Calgon Carbon, a Delaware Corporation for Capital Improvement Project No. 75126 Filter Media Replacement at the John Jones Water Treatment Plant, for a total not-to-exceed amount of \$2,651,806 and make it effective retroactively from February 1, 2025. – Resolution 2025-064
- 1.E. Staff recommend that the City Council adopt a resolution: (1) Awarding a construction contract to Mazingo Construction, Inc. of Oakdale, California, in the amount of \$7,048,372 for construction of the Recycled Water Expansion Project – Pipelines, Capital Improvement Project 74168 (Project); (2) Authorizing the City Manager to approve change orders up to the contingency amount of \$704,837; and (3) Authorizing a Not-to-Exceed Construction Budget of \$ 7,903,209. – Resolution 2025-065
- 1.F. Staff recommends that the City Council adopt a resolution (1) accepting public improvements as complete for the Tracy Desalination Plant constructed by Combined Solar Technologies, Inc., (2) authorizing the City Engineer to release bonds for the public improvements in accordance with the Tracy Municipal Code Section 12.36.080, and (3) authorizing the City Clerk to file the Notice of Completion for improvements with the San Joaquin County Recorder's Office. – Resolution 2025-066
- 1.G. Staff recommends that the City Council adopt a resolution: (1) making a determination that strict compliance with the standard bidding process is not in the best interests of the City pursuant to Tracy Municipal Code 2.20.180(b)(4) and dispensing such requirements for actions herein; and (2) approving a License Agreement with Magnet Forensics, LLC for the renewal and maintenance of the Tracy Police Department's Axiom and GrayKey digital forensic technology for a 12-month term not to exceed \$63,830. – Resolution 2025-067
- 1.H. Staff recommends that the City Council adopt a resolution, (1) accepting public improvements for Tracy Hills Village 7B, Tract 3956, as complete and assume responsibility for the future maintenance and repairs, (2) authorizing the City Engineer to release the Subdivider furnished bonds in accordance with the Subdivision Improvement Agreement, and Subsequent First Amendment, and (3) authorizing the City Clerk to file a Notice of Completion with the San Joaquin County Recorder's Office. – Item Pulled (to be brought back at a future date)

- 1.I. Staff recommends that the City Council adopt a resolution (1) accepting public improvements for Tracy Hills Village 7A, Tract 3955, as complete, and assume responsibility for the future maintenance and operations, (2) authorizing the City Engineer to release the Subdivider furnished bonds in accordance with the Subdivision Improvement Agreement, and (3) authorizing the City Clerk to file a Notice of Completion with the San Joaquin County Recorder's Office. – Item Pulled (to be brought back at a future date)
- 1.J. Staff recommends that the City Council approve amendment no. 2 to the professional services agreement with The Pun Group, LLP to add cannabis revenue auditing services. – Resolution 2025-068
- 1.K. Staff recommend that the City Council adopt a resolution approving the execution of a General Services Agreement with Carbon Activated Corporation, a California corporation to remove, dispose, and replace the iron sponge media at the City of Tracy Wastewater Treatment Plant for a not-to-exceed amount of \$58,005 and a term ending December 31, 2025. – Resolution 2025-069
- 1.L. Staff recommends that the City Council adopt a resolution approving the schedule of towing fees charged by private towing service operators for tow services within the City. – Resolution 2025-070
- 1.M. Staff recommends that the City Council adopt a resolution 1) making a determination that strict compliance with standard procurement procedures is not in the best interests of the City and disposing these requirements pursuant to Tracy Municipal Code Section 2.20.180 for the purchase, installation, operation, training and maintenance of Peregrine software; and 2) approving the execution of Master Service Agreement with Peregrine Technologies, Inc. for these services for a two-year term and total not to exceed \$220,000. – Resolution 2025-071
- 1.N. Staff recommends that the City Council adopt a resolution approving the selection of the Interstate 205/Mountain House Parkway Interchange Project as the City of Tracy 2025 Regional Transportation Project submittal for congressional appropriation requests during San Joaquin Council of Governments' One Voice trip to Washington D.C. - Resolution 2025-072

Staff Highlights:

Midori Lichtwardt, City Manager provided information regarding the CIP Project that began on March 17 water main project on Lammers Rd that is estimated to be completed approximately mid-October depending on weather, the City requested a permit to do night work and was denied, currently working through the appeals process, if appeal does not go through the City will explore alternative options that will limit lane closures on Lammers that will also minimize the impacts to traffic especially during school hours.

Sekou Millington, Chief of Police shared information on prescription drop offs, all drop offs can be done during the hours that the Police Department lobby is open, April 26 is Prescription Take Back Awareness Day. Red Light Cameras are live as of April 1, 2025 at:

- Corral Hollow and 11th St.
- Tracy Blvd. and 11th St.
- 11th St. and Schulte Ave

The cameras are monitoring several lanes at once, urged residents to stop before the limit line, no citations have been issued up to this point, three officers review footage before warnings are sent out, and shared statistics; since February 2025 there have been 1,900 events just at Corral Hollow and 11th St. of those 1,900 only 483 warning have been sent to drivers, the plan is to help reduce accidents and deaths using this new technology.

Midori Lichtwardt, City Manager shared that PG&E has completed the installation of seven power poles in the Tracy Hills Community and the developer has submitted a permit application as instructed by PG&E to move those power lines underground. The City is working with the developer and our Assembly Member to see if the approval of the permit can be expedited.

2. ITEMS FROM THE AUDIENCE – Gerald Jeffs expressed concerns over the care received at Sutter Hospital in Tracy and has communicated those concerns to senior management, will be conducting an independent analysis of the care provided in the community and surrounding communities to figure out how to get the conversation started to where something can be built to improve the quality of care that the community deserves and will periodically report back to Council.

Robert Tanner raised concerns regarding fireworks, requested all fireworks be banned in the City except the sponsored event, requested fines to be increased and for the City to follow suit with the County and ban all fireworks.

Natalie Juarez representative from the Love Tracy non-profit, shared that the Love Tracy event will be taking place on May 3, 2025 and shared that there are several projects that the community could get involved in by visiting the Love Tracy website <https://lovetracy.org/>

Tracy Hills Community Center thanked City Manager for assisting in the facilitation of communication between the community and PG&E, requested help in the process for PG&E to approve the application to move the powerlines underground.

Richard Williams shared that the funds for Safer Streets For All Grant for 2023-2024 have been frozen and shared that the 2025 application for the same grant is now open and the deadline is June 26, 2025, hope that the grant request will include equipment for safer streets.

3. REGULAR AGENDA

- 3.A. Staff recommends that the City Council receive an informational report on the South San Joaquin County Fire Authority (SSJCFA) Board's February 12, 2025, decision to form a Joint Powers Authority (JPA) with the City of Stockton and the City of Lodi, referred to as the CENCAL Fire EMS Authority (CENCAL), to pursue the award of an ambulance contract for San Joaquin County to provide ambulance services.

Karin Schnaider, Assistant City Manager and Randall Bradley, Fire Chief of South San Joaquin Fire Authority provided the staff report.

There was no public comment.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to accept an informational report on the South San Joaquin County Fire Authority (SSJCFA) Board's February 12, 2025, decision to form a Joint Powers Authority (JPA) with the City of Stockton and the City of Lodi, referred to as the CENCAL Fire EMS Authority (CENCAL), to pursue the award of an ambulance contract for San Joaquin County to provide ambulance services. Roll call found all in favor; passed and so ordered.

- 3.B. The Tracy Finance Committee recommends that the City Council receive a report on the Five-year forecast for the City's General Fund and provide direction regarding the City's preliminary Fiscal Year 2025-26 Operating and Capital Budget.

Sara Castro, Director of Finance provided the staff report.

Council comments and questions.

There was no public comment.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to receive a report on the Five-year forecast for the City's General Fund and provide direction regarding the City's preliminary Fiscal Year 2025-26 Operating and Capital Budget. Roll call found all in favor; passed and so ordered.

4. ITEMS FROM THE AUDIENCE – There were no items from the audience.

5. STAFF ITEMS – Midori Lichtwardt, City Manager shared the following:

- As mentioned at the top of the meeting regarding the work on Lammers Rd that began last week shared that
 - Construction Hours from 8:30 a.m. to 5:30 p.m.
 - Motorists are advised to drive slowly and with caution.
 - For more information visit the City website <https://www.cityoftracy.org/our-city/departments/engineering/major-projects-construction-updates>
- April 11 is the last day to complete your applications for the 2025 Tracy Mayor's Summer Youth Internship. This paid opportunity is open to 9th-12th grade students living or attending school in Tracy. <https://www.cityoftracy.org/our-city/departments/human-resources/summer-internship-program>
- This Saturday, April 5 the following streets will be closed from 12-9 pm for Tracy City Center Association's Taps on Tenth event.
 - 10th Street from A Street to Central Avenue
 - Central Avenue from 11th Street to Gillette Alley
 - B Street from Gillette Alley to Grunauer Alley

Karin Schnaider, Assistant City Manager, announced that there will be a Special Meeting held on Sunday, April 6, 2025, starting at 9:00 a.m. for the Council Strategic Priority Planning Session, this meeting will be located at Boyd Service Center (Public Works Service Center) on Tracy Blvd. The agenda will be posted tomorrow evening.

6. COUNCIL ITEMS – Council Member Nygard requested information regarding crosswalk safety and referred to the installation of the solar flashing lights at the crosswalk on Bessie, asked if that was a City project or if it was paid by the hospital to have that done.

Karin Schnaider, Assistant City Manager clarified that the crosswalk improvements were done as part of a Change Order on that project. That crosswalk was deemed to have met the criteria for a flashing crosswalk based on a study that was done as part of the Safe Route to Schools Grant requested more in, currently there is an engineering study that is currently a grant program to determine the appropriate places for crosswalks in the City of Tracy.

Council Member Nygard shared her attendance at the following events:

- State of the City at the Grand Theatre
- Japanese Sister City exchange student farewell dinner
- Festival of Colors Holi event at Veterans Park
- San Joaquin Partnerships Meeting, a collaboration with neighboring cities in bringing more commerce and jobs to the area
- AVA Board Meeting, AVA will be launching a Smart Home Charging program that will offer EV drivers with more renewable energy at a lower cost
<https://avaenergy.org/>
- Tracy Earth Project will be hosting a tree planting and community clean up event on April 19, 2025

Council Member Evans attended the Tracy REACH Holi celebration at Veterans Park, thanked Mr. Levoit for asking for a certificate and bringing to the attention of Council the young Tracy Community Members that are enlisting in the military, looking forward to TAPS on 10th.

Council Member Bedolla thanked Lorena Sanchez and the participants this past Saturday in front of City Hall for a rally to support our immigrant community, thanked West Side Pioneer Association, Tracy Historical Museum, Tracy Unified School District, and the City for maintaining and continuing to operate the Lammers Historic School House, 3rd graders will be taking part in that experience.

Mayor Arriola shared highlights from his Mayor's Report including:

- Attendance at the Rail Commission where new ACE Fare Program & Launch of ACE Ticketing System with mobile app will be available and special trains for football season home games at Levi Stadium
- Appointed to COG Megaregion Working Group that includes Sacramento, Bay Area and San Joaquin COGs working together and COG approved Measure K Strategic Plan
- Megaregion Working Group is supporting specific to Tracy:
 - SJCOG Projects: San Joaquin Passenger Rail Improvements (\$250 Million)
 - SR-99 / SR-120 Connector Project (\$62 Million)
 - I-205 Managed Lanes Project (\$327 Million)
 - Central Valley Gateway (\$76 Million)

7. ADJOURNMENT – Time: 8:37 p.m.

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

The above agenda was posted at the Tracy City Hall on March 27, 2025. The above are action minutes. A recording is available at the office of the City Clerk

Mayor

ATTEST:

City Clerk

Agenda Item 1.B

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution authorizing the purchase of one Mini Mac Model 400 Thermoplastic Ride-on Detail Stripper from Mark Rite Lines Equipment Company, Inc., a subsidiary of Federal Signal Corporation, in the amount of \$124,534 for the application of thermoplastic markings for intersection work, symbols, legends, bike lane and short line striping.

EXECUTIVE SUMMARY

The City of Tracy's Public Works Department is responsible for maintaining the safety and navigability of City roads. A key aspect of this responsibility involves ensuring that roadway markings are both visible and durable. This is particularly important in areas with high traffic volumes or during extreme weather events. The Mini Mac Model 400 is designed for the precise application of thermoplastic pavement marking material. Its use would significantly improve the efficiency and speed of bike lane, stop bar, and roadway legend installation work.

One (1) qualified bidder responded to the City's Notice Inviting Bids (NIB) for a self-propelled ride-on thermoplastic stripper. The proposal from Mark Rite Lines Equipment Company, Inc., a subsidiary of Federal Signal Corporation, fits the needs of the City in terms of price, scope of work, and experience. Staff is recommending the City Council adopt a Resolution authorizing the purchase of the proposed equipment in the amount of \$124,534.

BACKGROUND AND LEGISLATIVE HISTORY

The Signs and Markings Division of Public Works acquired a thermoplastic melter in the beginning of 2023. Thermoplastic material is thicker and more durable than conventional pavement marking paint, resulting in longer lasting markings that have better reflectivity. To date City staff has been applying the material using manually propelled push carts. This method is slow and labor intensive limiting the amount of linear feet that can be applied in a single day.

The City of Tracy issued a Notice Inviting Bids for a self-propelled thermoplastic ride-on detail stripper designed to apply thermoplastic material for intersection work, symbols, legends, bike lane and short line striping. This type of stripper is essential for an efficient striping program to enhance the safety of City roadways.

ANALYSIS

On April 4, 2024 City staff issued a Notice Inviting Bids (NIB), which was advertised for two (2) weeks, seeking bids for a ride-on detail stripper, in accordance with TMC 2.20.180. The City requested bidders to submit cost proposals for the specific details that were included in the Notice Inviting Bids. Upon the closing of the NIB on April 18, 2024, only one vendor had submitted a proposal for the requested equipment. Mark Rite Lines Equipment Company, Inc., a subsidiary of Federal Signal Corporation, submitted a responsive proposal encompassing all requested specifications. Staff determined that Mark Rite Lines Equipment Company, Inc. possesses the skills, experience, and certification required to provide the requisite goods for the Project, and per TMC 2.20.180 is the lowest responsible bidder.

FISCAL IMPACT

The proposed Procurement Agreement with Mark Rite Lines Equipment Company, Inc. has a cost not-to-exceed \$124,534. Funding for this purchase is within the allocated Transit budget for bike and pedestrian improvements.

STRATEGIC PLAN

This agenda item is a maintenance item and is not related to one of the City Council's Strategic Plans.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution authorizing the purchase of one Mini Mac Model 400 Thermoplastic Ride-on Detail Striper from Mark Rite Lines Equipment Company, Inc., a subsidiary of Federal Signal Corporation, in the amount of \$124,534 for the application of thermoplastic markings for intersection work, symbols, legends, bike lane and short line striping.

Prepared by: John Newman, Operations Superintendent

Reviewed by: David Murphy, Assistant Director, Operations
Gordon MacKay, Interim Public Works Director
Sara Castro, Finance Director
Andrew Shen, Interim City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Arturo M. Sanchez, Assistant City Manager

Attachments: A- Purchase Agreement with MRL Equipment Company, Inc

City of Tracy – Purchase Agreement with Mark Rite Lines Equipment Company, Inc.

**CITY OF TRACY
PURCHASE AGREEMENT FOR GOODS, COMMODITIES, AND ANCILLARY SERVICES
WITH MARK RITE LINES EQUIPMENT COMPANY, INC.**

This Purchase Agreement for Goods, Commodities, and Ancillary Services (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Mark Rite Lines Equipment Company, Inc. a subsidiary of Federal Signal Corporation (**Vendor**). City and Vendor are sometimes referred to individually as “**Party**” and collectively as “**Parties**.”

Recitals

- A. City is actively pursuing the purchase of a thermoplastic detail striper (**Project**) that will be housed at the Boyd Service Center.
- B. The Project is being funded by the Transit maintenance fund.

In accordance with TMC 2.20.180 City staff published a formal Notice Inviting Bids (**NIB**) on April 8, 2024. On April 18, 2024, Vendor submitted its proposal for the Project to the City. One total bid was received. City has determined that the Vendor is the lowest responsible bidder.

- C. Staff determined that Vendor possesses the skills, experience, and certification required to provide the requisite Goods for the Project.
- D. City Council approved this agreement on _____, City by Council Resolution No. 2025-_____.
- E. The Parties have reached an agreement for the City’s purchase of the agreed-upon Goods and ancillary services by the terms outlined in this Agreement.

NOW THEREFORE, for good and valuable consideration the sufficiency of which the Parties hereby acknowledge, the Parties mutually agree as follows:

1. CITY PURCHASE.

- 1.1. **GOODS.** The City agrees to purchase, and the Vendor agrees to sell, the Goods as more specifically outlined and described in the attached **Exhibit A** and incorporated by reference. The Goods shall comply with all of the standards and specifications outlined in **Exhibit A**.
- 1.2. **SERVICES.** The City also agrees to purchase from Vendor the services related to the installation or delivery of such Goods, as more specifically outlined and described in the attached **Exhibit B (Ancillary Services)**. Ancillary Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by members in the same profession, practicing in the same locality under similar conditions.

- 1.3. NO SUBSTITUTIONS; AUTHORIZED REPRESENTATIVE.** There shall be no substitution of Goods or Ancillary Services, without the prior written authorization of the City. All Ancillary Services shall be performed by or under the direct supervision of, the Vendor's Authorized Representative: Boyd Montgomery, Director of Sales. Vendor shall not replace its Authorized Representative without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel may result in the termination of this Agreement. A list of all personnel who will be conducting the Ancillary Services in conjunction with this Agreement will be outlined in **Exhibit B.**
- 2. DELIVERY DATES.** The Goods must be shipped and must arrive at the destination of 520 N. Tracy Blvd. Tracy, CA 95376 and Ancillary Services must be provided by the Vendor as outlined in the detailed Delivery Timeline, specified in **Exhibit C.**

 - 2.1** Any failure by the vendor to meet the Delivery Timeline will constitute a material default of this Purchase Agreement and the City may cancel any Goods and Ancillary Services not delivered in a timely manner without liability. The Vendor must notify the City immediately if the Vendor reasonably believes the Vendor will not be able to meet the Delivery Timeline for any reason and provide the City with a schedule that the Vendor reasonably believes it will be able to meet. It is within the City's discretion whether it will accept the revised timeline.
- 3. PURCHASE PRICE.** City shall pay Vendor on a fixed fee basis, at the fee amounts outlined in **Exhibit D.** attached and incorporated by reference. The purchase price will be broken down by price of the Goods, and the price of the Ancillary Services, with a total calculation at the end.

 - 3.1 NOT TO EXCEED AMOUNT.** Vendor's total contract amount, for the aggregate of the Goods and the Ancillary Services, under this Agreement shall not exceed \$124,533.56. No work shall be performed by Vendor in excess of the total contract amount provided in this section without the City's prior written approval.
 - 3.2 INVOICES.** Vendor shall submit invoices per the outlined schedule in Purchase of Goods and Ancillary Services in **Exhibits A** and **B.** Vendor's failure to submit invoices in accordance with these requirements may result in the City rejecting said invoices and thereby delaying payment to Vendor.
 - 3.3 PAYMENT.** Within 30 days after the City's receipt of the invoice, City shall make payment to the Vendor based upon the Goods and Ancillary Services described on the invoice and approved by the City.
- 4. CANCELLATION AND TERMINATION.** Any discretionary or vested right of renewal notwithstanding, this Agreement may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause. All purchase orders placed and accepted prior to the date of termination shall be completed on the terms and conditions set forth in the purchase order or sales acknowledgement.

5. MATERIAL BREACH.

5.1 *Cause Termination for Default or Breach:* A default or breach may be declared with or without termination. This Agreement may be terminated by either party upon written notice of default or breach to the other party as follows:

- 5.1.1 If the Vendor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by the Agreement within the time requirements specified in the Agreement or within any granted extension of those time requirements; or
- 5.1.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by the Vendor to provide the goods or services required by the Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed;
- 5.1.3 If the Vendor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
- 5.1.4 If the City materially breaches any material duty under the Agreement and any such breach impairs the Vendor's ability to perform.

5.2 *Time to Correct:* Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in Section 14, Notice and the subsequent failure of the defaulting party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

5.3 *Winding Up Affairs Upon Termination:* In the event of termination of the Contract/Purchase Order for any reason, the parties agree that the provisions of this Section survive termination:

- 5.3.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those that are undisputed and otherwise not subject to set off under the Agreement. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- 5.3.2 The Vendor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the City.

6. DELIVERY RISK OF LOSS. All orders will be Free on Board (**FOB**) destination. Risk of loss or damage to the Goods must remain with the Vendor until the Goods have been delivered to and accepted by the City. All Goods and Ancillary Services will be received by the City subject to its right of inspection, rejection, and revocation of acceptance under the Uniform Commercial Code. The City will be allowed a reasonable period of time to inspect the Goods and Ancillary Services and to notify Vendor of any nonconformance with the terms and conditions of the specifications. The City may reject any Goods and Ancillary Services that do not conform to the terms and conditions outlined under **Exhibits A** and **B**. Any Goods and Ancillary Services rejected may be returned to the Vendor at the Vendor's risk and expense.

7. INDEMNIFICATION BY VENDOR. Vendor 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 Vendor'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.

7.1 DEFINITION. For the purposes of this section, "City" means the City, its officials, officers, agents, employees, and volunteers; "Vendor" means the Vendor, its employees, and agents; "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".

7.2 PROVISION SURVIVAL. The provisions of this Section 7 survive the completion of the services or the termination of this Agreement and are not limited by the provisions of Section 7 relating to insurance.

8. INDEMNIFICATION BY CITY. Notwithstanding any other provision of this Agreement to the contrary, City shall be responsible for, and shall assume the defense of and indemnify and hold Vendor and any of its affiliates, employees, or agents harmless from and against, all third party claims arising out of or related to any misuse, alteration, willful misconduct or negligent act or negligent failure to act on the part of City with respect to the Goods including any modification or alteration of the Goods other than caused by Vendor after delivery to City.

9. INSURANCE. Vendor shall, throughout the duration of this Agreement, maintain insurance to cover Vendor, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein, which may be achieved with an equivalent umbrella policy.

9.1. COMMERCIAL GENERAL LIABILITY. 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.

9.2. AUTOMOBILE POLICY (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.

9.3. WORKER'S COMPENSATION coverage shall be maintained as required by the State of California.

9.4. ENDORSEMENTS Vendor shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

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

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

9.5 NOTICE OF CANCELLATION. Vendor 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. Vendor shall immediately obtain a replacement policy.

- 9.6 **INSURANCE CERTIFICATE.** Vendor shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.
- 9.7 **SUBSTITUTE CERTIFICATES.** Vendor 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.
- 9.8 **VENDOR'S OBLIGATION.** Maintenance of insurance by the Vendor as specified in this Agreement shall in no way be interpreted as relieving the Vendor of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Vendor 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.

10. PACKING AND SHIPPING. Deliveries must be made as specified, without charge, for boxing, crating, or storage unless otherwise specified. Goods must be suitably packed to secure the lowest transportation costs and, in accordance with the requirements of common carriers, in a manner to assure against damage from weather or transportation. The City's order numbers and symbols must be plainly marked on all invoices, packages, and shipping orders. Packing lists specifying the quantity, description, and Purchase Agreement Number must accompany each box or packing shipment. The City's count or weight will be final and conclusive on shipments not accompanied by packing lists. Shipments for two or more destinations when so directed by the City will be shipped in separate boxes or containers for each destination, at no charge.

11. TAXES. The Vendor must separately state on all invoices any taxes imposed by the local, state, or federal state government applicable to furnishing of Goods and Ancillary Services; provided, however, where a tax exemption is available, the tax must be subtracted from the total price and identified. Unless otherwise outlined in the Purchase Agreement, the Purchase Price will be considered to include state and city sales or use tax.

WARRANTY. The Goods shall include Vendor's standard warranty.

12. REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATIONS. Vendor 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 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 that this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party at 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:
Assistant Director – Operations
520 N. Tracy Blvd.
Tracy, CA 95376

To Vendor:
Mark Rite Lines Equipment Company, Inc.
5379 Southgate Drive
Billings, MT 59101

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

With a Copy to:
Diane Bonina (General Counsel)
1333 Butterfield Rd.
Suite 500
Downers Grove, IL 60515
dbonina@federalsignal.com

14. MISCELLANEOUS

14.1 STANDARD OF CARE. Unless otherwise specified in this Agreement, the standard of care applicable to Vendor’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 WAIVER. 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. Vendor 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 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. Vendor 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 MATERIAL. Vendor 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. Vendor represents and warrants that it is an equal opportunity employer and it shall not discriminate against any third-party vendor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Vendor 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. Vendor 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 Vendor. By entering into this Agreement, Vendor represents that it is not a suspended corporation. If Vendor is a suspended corporation at the time, it enters this Agreement, City may take steps to have this Agreement declared voidable.

14.8 SUCCESSORS AND ASSIGNS. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

14.9 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.

14.10 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 Vendor's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Vendor's proposal (if any), the Exhibits shall control.

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

City of Tracy – Purchase Agreement with Mark Rite Lines Equipment Company, Inc.

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

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

City of Tracy

By: Dan Arriola
Title: Mayor

Date: _____

Attest:

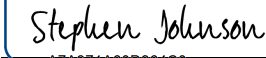
Necy Lopez, Interim City Clerk

Approved as to form:

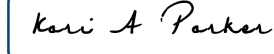
Andrew Shen, Interim City Attorney

Vendor

Mark Rite Lines Equipment Company, Inc., a subsidiary of Federal Signal Corporation

Signed by:


By: Stephen Johnson
Title: MRL General Manager of Operations
Date: 3/5/2025 | 3:46 PM PST

Signed by:


By: Kari Parker
Title: MRL Financial Controller
Date: 3/6/2025 | 8:44 AM PST

Exhibits:

- A Description of Goods
- B Description of Ancillary Services
- C Delivery Timeline
- D Purchase Price

Exhibit A

Description of Goods

DESCRIPTION:

One (1) MRL Mini Mac Model 400 self-propelled thermoplastic ride-on detail striper designed to apply ribbon extrusion thermoplastic markings for intersection work, symbols, legends and short line striping. The Mini Mac 400 is designed to be supplied with heated thermoplastic material from a separate thermoplastic pre-melting kettle not included with the striper purchase.

DESIGN FEATURES:

- Welded tubular steel frame.
- 4-wheel self-propelled chassis with rear steering via a dual wheel, rear pivot steering system.
- 25hp Kohler or Vanguard LPG engine with electric start to power the hydraulic system. Engine hour meter.
- Hydrostatic one pedal forward, 0-7.5 mph (0-12km) and reverse drive system.
- Fully enclosed internal electronic hydraulic brake system w/ manual hydraulic bypass relief.
- 400lb. 1182kg. capacity oil jacketed non-pressurized thermoplastic material tank with integral thermoplastic material pump. Electronically controlled Pump RPM with RPM indicator gauge.
- Thermostatically controlled LPG heat transfer oil heating system with oil circulation pump and digital controls.
- Ribbon extrusion gun with adjustable slides that allow application widths of 4" -13" (10cm - 33 cm).
- Ribbon extrusion gun air lift control with locking pin for transport.
- Single drop glass bead system with 100lb. / 45kg bead hopper, three (3) glass bead guns equipped with adjustable air injection system. Optional Double Drop Bead System available
- 8 cfm 110psi air compressor with adjustable air unloader and moisture separator for glass bead system, operating solenoids, ribbon gun lift and thermoplastic material "blow down" system.
- Electrical control console with electronic burner control, gun on/off switches, gun test switches, pilot light and remote E-Stop engine shutdown switch.
- Adjustable alignment pointer guide equipped with operator activated air lift. Optional Laser Pointer available.
- Safety lighting package as follows: Three (3) LED night lights - one to illuminate material tank fill port, one to illuminate forward work area and one to illuminate the application gun carriage. Two (2) Whelen LED amber strobes. One mounted on the rear of the unit, one mounted on a vertical mast above the machine.
- 40 LB. LPG tank with mounting hardware. 5 LB. fire extinguisher and mount.
- Secure travel latch built on front of machine, optional steel latch lock to install on trailer bed available.
- Powder coat options of Signal Yellow, Safety White, Traffic Orange and Lime Squeeze Green with silver material tank.
- MRL one-year warranty on MRL fabricated parts.
- Skipline timing system: Color Display, enables operator to program on/ off skip cycles. Includes footage counters, bead lead/lag function, holds up to 3 profiles.

City of Tracy – Purchase Agreement with Mark Rite Lines Equipment Company, Inc.

Exhibit B
Ancillary Services

Vendor will provide:

- Two (2) days in person training at customer location
- One (1) day technical start up training at the MRL facility

City of Tracy – Purchase Agreement with Mark Rite Lines Equipment Company, Inc.

Exhibit C
Delivery Timeline

Approximate completion: 10-14 weeks after receipt of signed quote and purchase order. Build and ship date will be assigned upon receipt of confirmed order and required deposit.

City of Tracy – Purchase Agreement with Mark Rite Lines Equipment Company, Inc.

Exhibit D
Purchase Price

Base Price (as described above)	\$74,476.00
Options not included in above price:	
1. Double drop glass bead system: Pressurized Bead System	\$14,500.00
a) Includes eight (8) Graco bead guns	
b) Two (2) Pressurized Bead tank with ¾ hose To bead guns	
c) LaMan dryer extractor	
2. Quad ribbon gun dispensing system (upgrade in place Standard 13" die & slides)	\$12,350.00
a) Ability to have two (2) simultaneous 4-inch Wide lines in addition to on-the-fly adjustment Between 4", 6", 8", and 12" single line	
3. GL1000 Guidance Laser Pointer installed on the unit	\$3,121.00
4. Spare parts kit	\$3,728.00
5. MRL In Person Training (2 days)	\$4,500.00
Total for equipment above (with options)	\$112,225.00
Shipping to CA	\$3,050.00
City of Tracy, CA Tax	<u>\$9,258.56</u>
	\$124,533.56

TRACY CITY COUNCIL

RESOLUTION NO. _____

STAFF RECOMMENDS THAT THE CITY COUNCIL ADOPT A RESOLUTION AUTHORIZING THE PURCHASE OF ONE MINI MAC MODEL 400 THERMOPLASTIC RIDE-ON DETAIL STRIPER FROM MRL EQUIPMENT COMPANY, INC. IN THE AMOUNT OF \$124,534 FOR THE APPLICATION OF THERMOPLASTIC MARKINGS FOR INTERSECTION WORK, SYMBOLS, LEGENDS AND SHORT LINE STRIPING.

WHEREAS, the City of Tracy's Public Works Department plays a pivotal role in maintaining the safety and navigability of City roads; and

WHEREAS, a key aspect of this responsibility involves ensuring that roadway markings are both visible and durable; and

WHEREAS, the Signs and Markings Division of Public Works acquired a thermoplastic melter in the beginning of 2023 and since then, the crew has been applying the material manually using specially designed push carts to lay down the material; and

WHEREAS, this type of striper is essential for an efficient striping program and the safety of City roadways; and

WHEREAS, on April 4, 2024 City staff issued a Notice Inviting Bids (NIB), which was advertised for two (2) weeks, seeking bids for a ride-on detail striper, in accordance with TMC 2.20.180; and

WHEREAS, upon the closing of the NIB on April 18, 2024, only one vendor had submitted its proposal for the requested equipment to the City; and

WHEREAS, Mark Rite Lines Equipment Company, Inc., a subsidiary of Federal Signal Corporation, submitted its proposal to the City which contained the price encompassing all requested specifications; and

WHEREAS, the proposed Procurement Agreement with Mark Rite Lines Equipment Company, Inc. has a cost not-to-exceed \$124,534 and is within the allocated Transit budget for bike and pedestrian improvements; and

WHEREAS, staff determined that Mark Rite Lines Equipment Company, Inc. possesses the skills, experience, and certification required to provide the requisite goods for the Project and that the contractor per TMC 2.20.180 is the lowest responsible bidder; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy adopt a Resolution authorizing the purchase of one Mini Mac Model 400 Thermoplastic Ride-on Detail Striper from Mark Rite Lines Equipment Company, Inc., a subsidiary of Federal Signal Corporation, in the amount of \$124,534 for the application of thermoplastic markings for intersection work, symbols, legends and short line striping.

* * * * *

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 15th day of April, 2025, by the following vote:

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

DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST: _____
NECY LOPEZ
Acting City Clerk and Clerk of the Council of the
City of Tracy, California

Agenda Item 1.C

RECOMMENDATION

Staff recommends that the City Council adopts a resolution 1) authorizing the purchase of six (6) 29-foot low floor buses for Tracer fixed route service for a total of \$4,620,546 from Gillig, LLC through the California Association for Coordinated Transportation/Morongo Basin Transit Authority Purchasing Cooperative Contract #23-01, pursuant to Tracy Municipal Code section 2.20.220; 2) approve a contingency amount of \$240,000 for change orders necessary resulting during production; and (3) authorizing the City Manager to take any or all actions that may be necessary or advisable to effectuate the purchase.

EXECUTIVE SUMMARY

The City of Tracy (City) Tracer bus service is in the process of expanding its service area. Additional vehicles are required to provide this expanded service, and to ensure a sufficient number of spare vehicles are available. The recommended action authorizes purchase of six (6) buses by entering into a cooperative purchasing agreement with the California Association for Coordinated Transportation/Morongo Basin Transit Authority Purchasing Cooperative (CALACT/MBTA) to purchase from their contract with Gillig, LLC (Gillig) of Livermore, California (Contract #23-01). The City Council approved this project (CIP 77597) in the FY 2024/2025 CIP budget with grant funding to be received from the Federal Transit Administration (FTA), California Department of Transportation (Caltrans), and the Transportation Development Act (TDA).

BACKGROUND AND LEGISLATIVE HISTORY

This City of Tracy's Tracer transit system operates fixed route, paratransit, and on-demand services. As these services expand, additional buses are needed to provide the necessary service efficiently and effectively for the community. Acquisition of additional vehicles was approved in the FY 2024/2025 Capital Improvement Plan (CIP) budget.

Local government agencies are permitted to complete purchases using another agency's purchasing contract, a process known as "piggy-backing." Generally, smaller agencies piggy-back on contracts awarded by larger "host" agencies, allowing the smaller agencies to save time, and obtain more competitive prices and more favorable terms. This form of procurement 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.

Under the Tracy Municipal Code (TMC) section 2.20.220, the City is authorized to enter into cooperative purchasing agreements with other public agencies. Section 2.20.220 provides:

"Nothing in this article prohibits the voluntary participation by the City in any cooperative purchasing agreement(s) or programs entered into between the City and another public agency. The City Manager is authorized to act under the provisions of this article to procure for the City general services, supplies or equipment in conjunction with such voluntary cooperative purchasing agreement(s) or programs as may be entered into by the City. All formal contract and bidding procedures to be followed in such cases shall be those specifically enumerated in the voluntary cooperative purchasing agreement or program." The City has utilized this procurement process in all previous bus purchases.

ANALYSIS

The expansion of additional service areas throughout Tracy has reduced the spare bus availability and additional buses are needed to ensure that service continuity can be achieved. Staff is recommending purchase of six (6) heavy duty buses, which have a useful life of fourteen years, for service on the fixed route system. The new buses will match existing vehicles currently in use on the fixed route system.

Staff further recommends purchasing the six (6) buses utilizing the CALACT/MBTA Purchasing Cooperative Contract, attached as Attachment A. The CALACT/MBTA Purchasing Cooperative 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.

The quote based on the contract pricing for one Gillig Low Floor 29-foot diesel bus with the options recommended to the City will be \$770,091. The total base price for all six (6) buses will be \$4,620,546. Staff is also recommending a contingency amount of \$40,000 per bus, for a total of \$240,000, be added to address any potential changes that may arise during the production and procurement process. This equates to approximately 5% of the total cost. 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 quote but will be funded through the contingency amount as needed. The total requested amount for all six buses, including the contingency, is \$4,860,546. The current CIP for this purchase, CIP 77597, has \$5,000,000 approved as part of the FY 24/25 budget.

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 12-18 months from the time of order until the buses are in service.

Although this bus purchase will be for buses that use diesel fuel, the Transit Division does have a zero-emission bus transition plan which was approved by City Council on May 16, 2023 (Resolution 2023-079) and subsequently by the California Air Resources Board (CARB) on September 8, 2023. CARB oversees the Innovative Clean Transit (ICT) regulation, which became effective October 1, 2019, requiring all public transit agencies to gradually transition their bus fleets to zero-emission technologies by 2040. Beginning in 2026, a portion of all new bus purchases must be zero-emission buses, gradually increasing each year, until all new purchases are required to be zero-emission buses beginning in 2029. The City is preparing for this transition, and staff is currently working on development of a bus maintenance and storage facility which will include fueling infrastructure for zero-emission buses.

FISCAL IMPACT

Funding for the purchase of the buses is budgeted in Capital Improvement Project (CIP) 77597. CIP 77597 has a total project budget of \$5,000,000. The quoted base price for six buses will be \$4,620,546. By adding in a contingency amount of \$240,000 (\$40,000 per bus) to address any changes that may arise during the production process, the total requested amount for all six buses, including the contingency, is \$4,860,546. All costs for the bus purchase will be funded through a combination of FTA, Caltrans, and TDA funds.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council 1) authorize the purchase of six (6) 29-foot low floor buses for Tracer fixed route service for a total of \$4,620,546 from Gillig, LLC through the California Association for Coordinated Transportation/Morongo Basin Transit Authority Purchasing Cooperative Contract #23-01, pursuant to Tracy Municipal Code section 2.20.210 and 2) approve a contingency amount of \$240,000 for change orders necessary resulting during production.

Prepared by: Ed Lovell, Transit Manager

Reviewed by: David Murphy, Public Works Assistant Director of Operations
Gordon McKay, Interim Public Works Director
Sara Castro, Finance Director
Andrew Shen, Interim City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Arturo M. Sanchez, Assistant City Manager

Attachments:

Attachment A – MBTA Contract #23-01

BASIN TRANSIT CONTRACT # 23-01 GILLIG

AGREEMENT REGARDING PURCHASE OF TRANSIT VEHICLES.

THIS AGREEMENT is made and entered into on **August 26, 2024** between and among **GILLIG LLC**, a California company, with its principal place of business located at 451 Discovery Drive, Livermore, California 94551 ("SELLER"), and **BASIN TRANSIT** ("Morongo Basin Transit Authority/MBTA"). SELLER and Basin Transit may be referred to herein individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, BASIN TRANSIT, by its Request for Proposals #23-01, duly advertised for written proposals to be submitted for the purchase of Heavy-Duty Transit Vehicles ("BUSES") on behalf of itself and itself and Consortium members ("Consortium") identified in the Participating Agencies List in the RFP collected by the California Association of Coordinated Transportation ("CalACT") and,

WHEREAS, the BASIN TRANSIT's RFP is attached hereto as Exhibit "A", and is incorporated herein by reference as if set forth in full; and

WHEREAS, SELLER submitted a sealed proposal in response to BASIN TRANSIT's Notice Inviting Proposals; and

WHEREAS, after it was determined that SELLER was a successful responsive and responsible proposer for battery electric, compressed natural gas, diesel and diesel hybrid buses; and

WHEREAS, SELLER's proposal in response to BASIN TRANSIT's Notice Inviting Proposals is attached hereto as Exhibit "B", and is incorporated herein by reference as if set forth in full; and

WHEREAS, the BASIN TRANSIT Board of Directors has authorized the staff via Resolution and board action to award contracts and accept SELLER'S proposal through agreement by and between SELLER and BASIN TRANSIT upon the terms and conditions set forth herein; and

WHEREAS, BASIN TRANSIT has fully complied with all federal, state, and local laws governing public procurement process for the purchase of the BUSES;

NOW, THEREFORE, incorporating the foregoing recitals herein, for and in consideration of the promises and of the mutual covenants and agreements herein contained, SELLER and BASIN TRANSIT hereby agree as follows:

1. **CONTRACT DOCUMENTS.** This Agreement, along with all Exhibits referenced herein, and including without limitation, all documents referenced in said Exhibits shall hereinafter be referred to as the "Contract Documents." In the event of any conflict, the Contract Documents, including specifically RFP #23-01 and any addendums thereto, shall take priority in interpreting the respective rights and obligations of the Parties created by this Agreement. Any contract, agreement, or other document subsequently created by any Party in connection with a purchase order issued pursuant to this Agreement and which changes or otherwise modifies the terms and conditions set forth in the Contract Documents shall not be valid without the prior written approval of both of the Parties to this Agreement.

2. **DESCRIPTION OF BUSES PURCHASED.** SELLER hereby agrees that it shall sell the BUSES as more particularly described in RFP #23-01 (attached hereto as Exhibit "B") to all participants named in the RFP who desire to purchase such BUSES from SELLER. BUSES are to be vehicles with less than 4000 miles and that have never been previously registered.

3. **CONTRACT PRICING.** SELLER hereby agrees to sell such BUSES as more particularly described in RFP #23-01 (attached hereto as Exhibit "B") under the terms and conditions set forth in RFP #23-01.

4. **DELIVERY.** SELLER shall deliver F.O.B. per terms and conditions of BASIN TRANSIT RFP #23-01 Section SP 7.4, 11 and 12 and as proposed.

5. **PAYMENT BY CONSORTIUM PARTICIPANTS.** SELLER shall collect payment from Consortium participants within thirty (30) days after the delivery and acceptance of the BUSES by the participant, and a receipt of an invoice thereof, per RFP #23-01, Section SP 10.

6. **NO ASSIGNMENT.** Neither this Agreement, nor any interest in it, may be assigned or transferred by any Party without the prior written consent of all of the Parties to this Agreement.

7. **NO ATTORNEYS' FEES.** If litigation is required to enforce or interpret the provisions of this Agreement, neither SELLER nor the Cooperative shall be entitled to an award of attorneys' fees or costs, but shall be entitled to any other relief to which it may be entitled by law.

8. **MODIFICATION.** This Agreement may be modified only in a writing approved by the MBTA Board and signed by all Parties.

9. **GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation

arising in any way from this Agreement shall be brought in San Bernardino County, California.

10. NO WAIVER OF DEFAULT. The failure of any Party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

11. FURTHER ASSURANCES. Each Party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

12. BINDING EFFECT; CONTEXT; COUNTERPARTS. Subject to Paragraph 6, the rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the contract and their heirs, administrators, executors, personal representatives, successors and assigns. Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural. This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.

13. NON-INTEREST. No officer or employee of the Basin Transit shall hold any interest in this Agreement (California Government Code section 1090).

14. CORPORATE AUTHORITY. Each individual signing this Agreement on behalf of an entity represents and warrants that he or she is respectively, duly authorized to sign on behalf of the entity and to bind the entity fully to each and all of the obligations set forth in this Agreement.

15. INDEMNIFICATION. Indemnification will be as per the terms and conditions specified in RFP #23-01, GC 9.1.

16. WARRANTY. The BUSES are warranted by SELLER to be new and to be free from defects in material and workmanship pursuant to and in accordance with those certain manufacturer's warranties collectively attached hereto as Exhibit "B", and as submitted in response to RFP #23-01 by SELLER and incorporated herein by reference as if set forth in full. During said warranty periods, the BUSES shall maintain structural and functional integrity. The warranty is based on regular operation under operating conditions prevailing in the purchaser's operating area.

17. WARRANTY OF FITNESS. SELLER hereby warrants that the BUSES and all materials furnished shall meet the requirements and conditions of the Contract Documents and shall be fit for the purposes intended. Acceptance of this warranty and acceptance the BUSES and materials to be manufactured or

assembled pursuant to the specifications in these Contract Documents shall not waive any warranty, either express or implied.

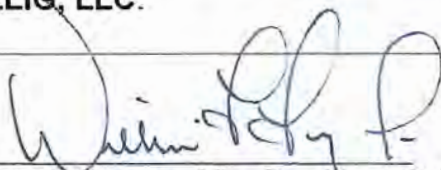
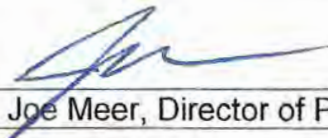
18. NOTICE. All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon depositing in the United States mail. The Parties shall be addressed as follows, or at any other address designated by proper notice:

MBTA: Joe Meer
Director of Cooperative Purchasing Programs
Basin Transit
62405 Verbena Road
Joshua Tree, California 92252

SELLER: WILLIAM F. FAY, JR.
VICE PRESIDENT, SALES
Gillig, LLC
451 Discovery Drive
Livermore, California, 94551

19. EXECUTION. This Agreement is effective upon execution by both Parties. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

GILLIG, LLC.	Basin Transit
By  William F. Fay, Jr., Vice President, Sales	By  Joe Meer, Director of Purchasing

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

-
- (1) AUTHORIZING THE PURCHASE OF SIX (6) 29-FOOT LOW FLOOR BUSES FOR TRACER FIXED ROUTE SERVICE FOR A TOTAL OF \$4,620,546 FROM GILLIG, LLC THROUGH THE CALIFORNIA ASSOCIATION FOR COORDINATED TRANSPORTATION/MORONGO BASIN TRANSIT AUTHORITY PURCHASING COOPERATIVE CONTRACT #23-01, PURSUANT TO TRACY MUNICIPAL CODE SECTION 2.20.220;**
(2) APPROVING A CONTINGENCY AMOUNT OF \$240,000 FOR CHANGE ORDERS NECESSARY RESULTING DURING PRODUCTION; AND
(3) AUTHORIZING THE CITY MANAGER TO TAKE ANY OR ALL ACTIONS THAT MAY BE NECESSARY OR ADVISABLE TO EFFECTUATE THE PURCHASE.

WHEREAS, The City of Tracy ("City") is in the process of expanding the services offered by the City Tracer public transit services; and

WHEREAS, the City needs to purchase additional buses in order to effectively and efficiently service the community and ensure a sufficient number of spare buses are available; and

WHEREAS, Tracy Municipal Code Section 2.20.220 allows the City to voluntarily participate in cooperative purchasing agreements with other public agencies. Section 2.20.220 provides that "nothing in this article prohibits the voluntary participation by the City in any cooperative purchasing agreement(s) or programs entered into between the City and another public agency. The City Manager is authorized to act under the provisions of this article to procure for the City general services, supplies or equipment in conjunction with such voluntary cooperative purchasing agreement(s) or programs as may be entered into by the City. All formal contract and bidding procedures to be followed in such cases shall be those specifically enumerated in the voluntary cooperative purchasing agreement or program"; and

WHEREAS, the Transportation/Morongo Basin Transit Authority (CALACT/MBTA) MBTA is a public agency and has entered into a contract with Gillig, LLC of Livermore, California (Purchasing Cooperative Contract #23-01), for the purchase of fixed route buses. Said contract between the MBTA and Gillig, LLC allows for other federal, state, county and local entities to contract under its terms and conditions; and

WHEREAS, the City desires to participate in the CALACT/MBTA Purchasing Cooperative for Transit Buses (Contract No. 23-01) ("Agreement") for the purchase of six (6) 29-foot, low floor buses (collectively, "Buses"), a form which Agreement is attached to the staff report as Attachment A; and

WHEREAS, funding for the purchase of the Buses was budgeted in CIP 77597. CIP 77597 has a total has \$5,000,000 appropriated for the purchase of fixed route replacement buses; and

WHEREAS, the City anticipates the buses costing \$4,620,546, and due to changes that may occur during the production process, the City seeks to allow for a contingency amount of \$40,000 per bus for a total of \$240,000; and

NOW, THEREFORE, be it resolved as follows:

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

RESOLVED: That the City Council of the City of Tracy approves the use of the CALACT/MBTA Purchasing Cooperative, pursuant to Tracy Municipal Code 2.20.220; and be it

FURTHER RESOLVED: That, after review and approval by the City Attorney's Office, the City authorizes the City to enter into the Agreement attached in the staff report as Attachment A; and be it

FURTHER RESOLVED: That the City Council authorizes the purchase of six (6) 29-foot, low floor buses for Tracer fixed route service for a total amount of amount of \$4,620,546 from Gillig, LLC, approves a contingency amount of \$240,000 (\$40,000 per Bus) for any change orders needed during production; and be it

FURTHER RESOLVED: That the City Manager is authorized to take any and all actions that may be necessary or advisable to effectuate the purchase.

* * * * *

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 15th day of April, 2025, by the following vote:

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

DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST: _____
NECY LOPEZ
Acting City Clerk and Clerk of the Council of the
City of Tracy, California

Agenda Item 1.D

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution (1) approving a Master Terms and Conditions Agreement with Via Mobility, LLC, to provide a mobility on-demand software solution for the TRACER bus system for a total not to exceed amount of \$175,184, for an initial term of five-years, and an administrative option for the City Manager to extend the term for one additional year, and (2) authorizing the City Manager, or designee, to sign any ancillary support agreements.

EXECUTIVE SUMMARY

The Tracer bus system has been in operation since 2001. Since that time there have been many technology advances that can provide data to assist in operations as well as provide an improved customer experience. Staff released a Request for Proposals (RFP) for the provision of technology that will allow for real-time dispatching and bus tracking for TRACER on-demand services.

After reviewing the received proposals and conducting interviews, staff have selected Via Mobility, LLC as the most qualified vendor to complete this work of providing the requested technology. The contract will be for a period of five years, which will include provision and implementation of all necessary software and required training.

The proposed agreement is for a not-to-exceed amount of \$175,184, an initial five-year term with a City administrative option to extend one additional year. Because the not-to-exceed amount is greater than \$50,000.00, approval of this agreement requires City Council approval pursuant to Tracy Municipal Code Sections 2.20.140(a)(2).

BACKGROUND AND LEGISLATIVE HISTORY

The City of Tracy has been operating the Tracer fixed-route bus system since 2001. The City owns the vehicles but contracts out the operation and maintenance of the vehicles. Previous operation contracts have required that the contractor provide all necessary software for managing the on-demand services, including systems that provide computer aided dispatching and automatic vehicle location (CAD/AVL). A disadvantage of this arrangement is that the City loses some control over obtaining timely information and requesting changes due to the lack of a direct contractual relationship with the software provider. Additionally, if the City changes contractors for operation of the bus system, the new contractor could potentially implement different software to run the operation, which could result in changes to how the public experiences the system.

Since implementation of the system in 2001, there have been many technology advancements over the years that provide enhanced data and services for operations as well as providing an improved passenger experience. Rather than obtain the various desired components individually, it is preferable to have as many pieces of technology as possible be housed under the umbrella of one provider.

An RFP was released in December 2024 outlining the desired technology to improve overall service. The RFP asked for the following components:

Required Software Components:

- Automatic Vehicle Location (AVL) System to track all on-demand vehicles
- Dispatching software that allows for trip scheduling including the ability to constantly optimize scheduled trips and provide recommendations for greater efficiency
- Ability to specify certain trip parameters including but not limited to: type of passenger, trip time on the vehicle, designated hours of operation
- Ability to make automated phone calls for trip reminders
- Mobile application for customers to use for booking trips
- Ability to process payments for trips through the mobile application
- Provide various reports according to City's requirements

This system will allow for better trip scheduling, tracking of the vehicles, and passenger data, as well as improve the customer experience by providing a way to book trips and pay through a mobile app.

ANALYSIS

RFP submissions were due on January 14, 2025, and a total of five submissions were received. In addition to Tracy Municipal Code Sections 2.20.140(a)(2), proposals were also evaluated on a "best value" basis as described in the Federal Transit Administration's (FTA) Best Practices Manual which states:

"Best value" is a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine (or derive) the offer deemed most advantageous and of the greatest value to the procuring agency.

Proposals were received from the following vendors: Spare Labs, Via Mobility, LLC, Ecolane, HBSS Connect Corp., and CITYDATA.ai.

An evaluation committee did an initial scoring of the proposals and recommended that four of the five proposers be selected to conduct interviews and provide system demos. Interviews and system demos were held January 23rd and 29th, 2025 with Spare Labs, Via Mobility, Ecolane, and HBSS Connect Corp. Following the interviews and demos, a final evaluation was performed by the scoring committee based on the information contained in the submitted proposals and the system demos.

The evaluation committee recommended that Via Mobility, LLC be selected as the preferred vendor. The committee felt that they best demonstrated the ability to meet the needs of the transit system along with the best implementation scheduled and best value proposal in terms of both price and qualitative considerations including technical design and approach.

The contract will be for a period of five years, which will include provision and implementation of all software, and required training. This will include a one-time installation fee, initial staff training, and annual licensing of the software. The annual licensing is priced on a per vehicle basis and will include ongoing operational and technical support for the duration of the contract. The City currently operates four on-demand vehicles in peak service. This contract will allow

expansion, as needed, for up to eight vehicles. In addition, Via will provide the City with access to their transit planning software, Remix, for the contract period at no additional cost.

FISCAL IMPACT

This project was approved in the FY24/25 budget as On-Demand Software Purchase, CIP 77599. Funding for this project will be paid for using a combination of existing federal and state transit funds.

STRATEGIC PLAN

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

CEQA DETERMINATION

This item is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA regulations (14 California Code of Regulations §§ 15000, et seq.; "CEQA Guidelines") in that it is not a "project" for purposes of CEQA (as defined by CEQA Guidelines §15378). Specifically, this item proposes an organizational or administrative activity that will not result in a direct or indirect physical change in the environment (CEQA Guidelines §§15378(b)(5)). Further, even if this item was deemed a "project," and therefore subject to CEQA, the item would be exempt as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment (CEQA Guidelines §15061(b)(3)).

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council (1) approve a Purchase Agreement with Via Mobility, LLC to provide a mobility on-demand software solution for the TRACER bus system with a contract price not to exceed \$175,184, a five-year initial term, and an administrative option for the City Manager to extend the term one additional year, and (2) authorize the City Manager, or designee, to sign any ancillary support agreements.

Prepared by: Ed Lovell, Transit Manager

Reviewed by: David Murphy, Public Works Assistant Director of Operations

Gordon McKay, Interim Director of Public Works
Sara Castro, Director of Finance
Andrew Shen, Interim City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Arturo M. Sanchez, Assistant City Manager

Attachments:

Attachment A – Master Terms and Conditions for the Via Solution and Support Services

MASTER TERMS AND CONDITIONS FOR THE VIA SOLUTION AND SUPPORT SERVICES

THESE MASTER TERMS AND CONDITIONS FOR THE VIA SOLUTION AND SUPPORT SERVICES (these “**Terms and Conditions**” or this “**Agreement**”) are entered into as of the effective date designated on the signature page hereto (the “**Effective Date**”) between Via Mobility LLC, a Delaware limited liability company with its principal office located at 114 5th Ave., Floor 17, New York, NY 10011 (“**Via**”), and the City of Tracy (“**Customer**”). Defined terms have the meaning given to them in Section 15 or in the Section in which they first appear.

1. BACKGROUND AND PURPOSE.

1.1 Via Background. Via is the developer and owner of a proprietary technology platform and certain related systems and methods used to establish, monitor, operate and/or manage on-demand transit networks. Via employs an internal use version of its proprietary platform, systems and methods to operate its own on-demand transit service under the Via brand. In addition, Via has developed a cloud-based version of its platform and related systems and methods (collectively, the “**Via Solution**”) and accompanying technical and operational support services (the “**Support Services**”) that it makes available by subscription on a software as a services basis to third party operators of private and public transportation networks.

1.2 Customer Background. Customer operates, for use by prospective and actual riders (collectively, “**Riders**”), a public or private transportation network (the “**Customer Transportation Service**”) using vehicles, equipment and services (including telecommunications and/or dispatch equipment and services), personnel, routes and other infrastructure it owns or otherwise controls (the “**Customer Infrastructure**”).

1.3 Purpose; Ordering. The purpose of these Terms and Conditions is to provide a framework under which Via will provide to Customer the Via Solution, including maintenance, Support Services, and regular product updates including any Modification to the Via Solution (collectively, the “**Services**”), and Customer will operate a Customer Transportation Service using the Via Solution. These Terms and Conditions shall govern the provision of Services by Via to Customer as described in the service order attached hereto and any other service order signed by Via and Customer (each, an “**Order**”). For the avoidance of doubt, Customer may request (and Via may, in its sole discretion, provide) additional Orders under these Terms and Conditions (including, without limitation, for the purpose of expanding the geographic scope of the Services to new cities or extending the duration of the Services) and does not need a new set of Terms and Conditions to make additional purchases of Use Rights (defined below) and/or Services in the future.

2. THE VIA SOLUTION.

The Via Solution is comprised of the driver and passenger software applications (each, an “**Application**”) and certain system management tools and may also include certain additional software, data, data feeds, or other content owned by and licensed from third parties (the “**Third Party Content**”). While all the Applications are cloud-based, certain of them are deployed via download to handheld mobile devices used by Riders or drivers, while others are installed on devices field-deployed by Customer to personnel and vehicles (all three types of such devices collectively, the “**Devices**”).

2.1 Use Rights.

(a) Use Rights. Subject to the terms and conditions herein, Via will provide the Services, as defined herein. The Services will include all related services, functions or responsibilities not specifically described in this Agreement, but that are required or reasonably necessary for the proper performance of the Via Solution in connection with the Customer Transportation Service. Via will grant Customer subscription, access, and use rights (“**Use Rights**”) for the specific Applications and deployment types identified in each applicable Order. The Order will further contain terms specifying whether Customer may co-brand the manner in which the Application is displayed on Devices.

(b) License to the Applications. In connection with the provision of the Via Solution, Via provides a limited, non-exclusive license during the Term to Customer to the Applications for use with the Devices for the Customer Transportation Service and sublicense to Riders, drivers and local operators, subject to the terms set out in Via’s Privacy Policy and Terms of Use.

(c) **Third Party Content.** Certain Third Party Content may already be integrated with the Applications and delivered as part of the overall Via Solution. Where this is the case, Via has been authorized to resell, distribute, or otherwise provide its customers with such integrated Third Party Content. If additional Third Party Content is optionally available for the Via Solution, such as certain information technology solutions or management tools and software, Via will identify it for Customer and Customer will be responsible for obtaining and paying for Customer's own rights from the applicable third party licensor.

(d) **Suspension Rights.** Via may suspend Customer's or any end user's right to access or use the Via Solution if: (i) Via determines, in its reasonable discretion, that an end user of the Customer Transportation Service: (x) poses a systemic security risk to or may materially harm the Via Solution, Services, or any third party; or (y) may materially adversely impact the services, systems, or content of any other Via customer; (ii) Via's rights with respect to any Third Party Content necessary for the operation of the Service are terminated or suspended for any reason; or (iii) Via is otherwise required by applicable law or regulation to do so. In the event of a suspension, Via will, where not prohibited by Applicable Law and reasonable under the circumstances, provide Customer with prior written notice of the reason for any such suspension of the Services and an opportunity to take steps to avoid any such suspension. Via will only suspend access to the minimum necessary portion of the affected Services for as long as reasonably necessary to address the issues giving rise to the suspension. If Via's rights to any Third Party Content necessary for the operation of the Service are suspended or terminated under Section 2.1(d)(ii), then Via will use commercially reasonable efforts to replace such Third Party Content with reasonably equivalent content in order to restore the Service as quickly as possible.

2.2 **The Services.**

(a) **The Services.** Pursuant to one or more Orders, the parties intend on collaborating for the implementation and operation of the Via Solution in connection with the Customer Transportation Services. In some cases, Services will require a more comprehensive description than that contained in the applicable Order. If that is the case, the parties will enter into a mutually agreed statement of work and attach it to the applicable Order (each, a "**Statement of Work**" or "**SOW**"). Each Order or SOW, as needed, will set forth the particulars of the Services as defined in Section 2.1(a) for each city or locality in which Customer intends to operate the Via Solution in connection with the Customer Transportation Service, as specified in the Order.

(b) **Additional Services.** From time-to-time Customer may desire to engage Via to perform additional services, such as development of product features and/or services directly related to the Application which fall outside the scope of the Services. In such cases, the parties will negotiate toward potential execution of such SOWs as are jointly determined to be appropriate. All such services described in this Section 2.2(b) are referred to collectively as, the "**Additional Services**". The Parties shall agree upon a blended hourly rate for Via to bill Customer for performing such Additional Services under the relevant SOW. Via shall consider proposals for such Additional Services in good faith but is under no obligation to perform the Additional Services if an SOW cannot be agreed upon with Customer.

(c) **General Terms.** All references to Orders include their SOWs. Via shall provide the Services to the Customer in accordance with the relevant Order beginning on the Effective Date and continuing throughout the Term, in accordance with the terms of this Agreement. The Services to be delivered to the Customer are set forth in the relevant Order as may be amended through written agreement between Via and the Customer from time to time during the Term. All Services to be performed by Via shall be in accordance with the applicable Order executed by Via and the Customer and Via's obligations under Section 9.1 (Regulatory Compliance). Via shall provide security for the Via Solution and shall maintain and implement disaster recovery and business continuity procedures as described in the Via Security Program as detailed in Section 6.2 herein. Via's provision of the Services requires such reasonable and timely cooperation as Via may require of the Customer, including access to the Customer's information, personnel, and/or systems, and Via shall not be responsible for any failures or delays caused by the Customer's failure to so cooperate or any inaccurate information provided by or on behalf of the Customer. Unless an Order has different acceptance terms, Customer will accept the Services and any resulting deliverables upon payment or fifteen (15) days after their performance, whichever occurs first, and may not withhold, condition, or delay payment or acceptance after that time.

(d) **Relationship Management.** The Customer Manager and Via Manager named in an Order shall assume operational responsibility for that Order. Changes to the scope of an existing Order or SOW (including changes to any deliverables) require mutual written consent of the parties.

3. INTELLECTUAL PROPERTY AND RELATED RIGHTS.

3.1 The Via Solution. As between Customer and Via hereunder, all Intellectual Property Rights (“IPRs” as defined in Section 15) in and to the Via Solution and all of their derivative works and improvements are owned by, and are proprietary to Via. Except for the Use Rights granted herein (a) no right, title or interest in or to the Via Solution or any portion thereof is or shall be granted or transferred to Customer under this Agreement, whether by license or otherwise; and (b) Customer acknowledges and agrees that it shall have no right to use, reproduce, distribute, sublicense, modify or otherwise provide to third parties, the Via Solution, in whole or in part, except as explicitly granted herein. The Customer shall not directly or indirectly disassemble, decrypt, scan, decompile or otherwise reverse engineer in any manner any components or elements of the Via Solution or assist a third-party to do so. In the event that Via provides Customer with any hard-copy or electronic copies of materials containing Via’s Confidential Information, including information pertaining to the Via Solution and its operation, and Customer retains copies of such materials in accordance with its general procurement rules following the termination of this Agreement, Customer acknowledges that all IPRs relating to the Via Solution and all of their derivative works and improvements remain the sole property of Via.

3.2 Customer Data. As between Customer and Via, all IPR in and to Customer Data are co-owned by Customer and Via. For the avoidance of doubt, Via may, and is hereby granted the right to, access, modify, and use the Customer Data, including for purposes of performing Via’s obligations under this Agreement and/or to improve its product and services offerings, including the Services. To the extent Customer Data includes Passenger information which is or may be deemed to be personally identifiable information or otherwise subject to special privacy or security protection at law or by regulation, as between Customer and Via hereunder, Customer is solely responsible for obtaining Riders’ consent to the collection and use of such information, including its onward transfer, in the manner required for Via and its agents to perform hereunder. Customer shall be solely responsible for displaying a privacy policy and terms of use to Riders and ensuring it contains terms that are both compliant with applicable law, and sufficient to permit Via and its agents to lawfully perform hereunder. Customer may not use Customer Data or any other data generated from the Service to reverse engineer the Via Solution or Via’s algorithms or share such data with Via’s competitors, in violation of its confidentiality obligations under Section 6.

3.3 Rights to Marks. As between them hereunder, each party is and shall continue to be the exclusive owner of all IPR in and to their respective Marks. To the extent the parties have agreed that one party requires the use of the other party’s Marks in connection with performance under an Order, including for the development of a co-branded version of an Application interface, such Order shall be deemed to contain a grant of license to such party’s Marks sufficient to allow full performance under such Order. In addition, Via shall have the right to use Customer’s Marks in accordance with Section 13. In the event that Customer uses Via’s Marks in a way that causes material reputational harm to Via’s brand, Via reserves the right to withdraw Customer’s use of the Via Marks from the Customer Transportation Service.

3.4 Independent Activities. The Customer acknowledges that Via is in the business of performing services similar to the Services for third parties and operating an on-demand transit service as its core business and that, subject to its confidentiality obligations hereunder, nothing herein prevents Via from continuing to engage in the performance of such services and related independent activities.

3.5 Further Assurances.

(a) Assignment. To the extent any IPR in or to the Via Solution vests in Customer, Customer hereby assigns to Via all such IPR and shall, at Via’s cost and expense, execute, acknowledge and deliver to Via such documents and shall take such actions as may reasonably be requested by Via to effect such assignment. To the extent any IPR in or to the Customer Data vests solely in Via, Via hereby assigns to Customer a right of co-ownership in and to all such IPR and shall, at Customer’s cost and expense, execute, acknowledge and deliver to Customer such documents and shall take such actions as may reasonably be requested by Customer to effect such assignment. Customer and each of Customer’s personnel hereby waives, and agrees not to assert, moral rights including the right of attribution and authorship or limitation on subsequent modification, that they may have in the Via Solution or Services or any derivative works and improvement thereto.

(b) Power of Attorney. If Via is for any reason whatsoever unable, after reasonable effort, to secure Customer’s signature on any application for patent, copyright, trademark, or other analogous registration or other documents regarding any legal protection for the Via Solution or its derivative works or

improvements, Customer hereby irrevocably designates and appoints Via and its duly authorized officers and agents as Customer's agent and attorney-in-fact, to act for and on Customer's behalf and stand to execute and file any such application or applications or other documents including separate deeds of assignment and to do all other lawfully permitted acts to further the prosecution and issuance of patent, copyright, or trademark registrations or any other legal protection thereon with the same legal force and effect as if executed by Customer.

4. FEES, TAXES, EXPENSES AND PAYMENTS.

The fees for Use Rights and/or Services purchased (the "Fees") together with the schedule of payments and any additional payment information are listed in each applicable Order. Unless otherwise stated in the Order, all Fees will be payable by Customer within thirty (30) days of receipt of invoice. Customer's obligation to pay under any one Order is not contingent on Customer entering into, or Via performing under, any other Order now or in the future. Fees do not include applicable taxes (including sales, use, value-added, or excise taxes) or government charges all of which are payable by Customer (excluding taxes on Via's income), nor do they include expenses Via may incur for Customer's direct benefit, which will be incurred in accordance with Customer's applicable expense-reimbursement policies, if so requested. Sales or value-added taxes or similar governmental charges associated with the provision of any Use Rights and/or Services (excluding taxes on Via's income) will be separately stated on the relevant invoice and shall be paid by Customer in accordance with this Section 4. If Via does not receive timely payment, Via may charge the maximum monthly interest allowed by law or one percent, whichever is greater, suspend Via's performance and seek cost of collection, including reasonable attorneys' fees. If Customer disputes invoiced amounts, Customer must submit disputes to Via in writing within ten (10) business days of the date the invoice originally was due, otherwise it will be final and non-refundable.

5. TERM AND TERMINATION.

5.1 Term; Duration of Right to Place Orders. The Customer's right to enter into Orders under these Terms and Conditions commences on the Effective Date and continues, unless earlier terminated pursuant to this Section 5 for so long as at least one Order remains continuously in effect (the "Term").

5.2 Termination. Customer may terminate this Agreement in its sole and absolute discretion, without cause, by giving ten (10) days' written notice to Via.

5.3 If an obligation under this Agreement or an Order is materially breached, the non-breaching party may provide written notice specifying the nature of the breach and the breaching party will have thirty (30) days from receipt of notice to cure. If not so cured, the non-breaching party may terminate the applicable Order or Orders affected by the breach by providing a second written notice of immediate termination. In addition, all Orders, including all Use Rights and/or Services under them, shall terminate automatically and immediately upon either party's insolvency or any attempt by either party to obtain protection from creditors or wind down operations, unless otherwise agreed by the opposing party in a written notice. If an Order is terminated by either party or expires pursuant to its terms, then Customer must pay any outstanding amounts due to Via, and all copies and embodiments of Via's Confidential Information (including the Applications) must be returned. Unless an Agreement is terminated by Customer under this Section 5 as a result of Via's uncured material breach, no expiration or termination of this Agreement will affect Customer's obligation to pay for Via's non-cancelable obligations to third parties on behalf of or benefitting Customer, including fees in respect of Third Party Content, all of which will remain due and payable by Customer in accordance with the terms of the applicable Order. The notification by either party of its intent to terminate this Agreement and/or any Orders does not relieve either party of any obligations that have accrued on or before the date on which termination becomes effective.

6. CONFIDENTIALITY AND DATA SECURITY.

6.1 Confidentiality.

(a) **Non-Disclosure Obligations.** Confidential Information may be provided or disclosed by one party (the "Disclosing Party") orally, in writing or in graphical, machine-readable or other form to the other party (the "Receiving Party"). The Receiving Party shall hold the Confidential Information in confidence and shall not make any use or disclosure of the Confidential Information to any individual or entity during the Term and thereafter without the express written consent of the Disclosing Party in each instance, except to the extent that those of the Receiving Party's employees, service providers, legal and

financial advisors, and individual independent contractors who are bound to substantially similar obligations of confidentiality as set forth herein and have a need to know the Confidential Information so disclosed. The Receiving Party shall handle all Confidential Information received with the same degree of care as it uses to maintain the confidentiality of its own confidential information, which shall in no event be less than reasonable care. As between the parties, all Confidential Information shall remain the sole and exclusive property of the Disclosing Party and other than the licenses expressly granted in this Agreement or another agreement between the parties, no disclosure or permitted use of the Confidential Information under this Agreement shall be construed as the grant of any right, title or interest, by license or otherwise, in or to the Confidential Information. The remedy at law for breach or threatened breach of this Section 6.1 shall be inadequate, and in addition to any other remedy available, the non-breaching party shall be entitled to seek injunctive relief. In the event that Customer receives a request for Via's Confidential Information, including this Agreement and the terms and conditions contained herein, under the Freedom of Information Act ("FOIA") or its state or local analogs, Customer agrees to provide Via timely notice of such a request and to assist Via in seeking to protect its Confidential Information under any applicable exemption for trade secrets, to the extent possible under Applicable Law.

(b) Exclusions. The Receiving Party shall have no obligation under Section 6.1 with respect to any Confidential Information disclosed to it which: (i) the Receiving Party can demonstrate was already known to it at the time of its receipt hereunder; (ii) is or becomes generally available to the public other than by means of breach of these Terms and Conditions or any other agreement any party may have with the Disclosing Party; (iii) is independently obtained from a third party (other than any authorized recipient) whose disclosure to the Receiving Party does not violate a duty of confidentiality and does not require further restrictions on such disclosure; or (iv) is independently developed by or on behalf of the Receiving Party without use of, reference to or reliance on any Confidential Information of the Disclosing Party, and such independent development can be reasonably evidenced by the Receiving Party. In addition, the Receiving Party may make disclosure of Confidential Information in a judicial, legislative, or administrative investigation or proceeding or to a government or other regulatory agency; provided that, to the extent permitted by, and practicable under, the circumstances, the Receiving Party shall provide to Disclosing Party prior written notice of the intended disclosure to enable the Disclosing Party the reasonable opportunity to contest or limit such disclosure or, if prior written notice is not permitted or practicable under the circumstances, prompt notice of such disclosure.

6.2 Data Security. The Via security program (the "Security Program") includes Via's use of: (a) industry-standard password protections, firewalls, and anti-spyware and malware protections to protect Customer Data; (b) access controls that restrict access to Customer Data on a "need-to know/access" basis; and (c) encryption, using industry-standard encryption tools when Customer Data is in transit over Via's own networks. Via shall (a) not delete or remove any proprietary notices or other notices contained within or relating to Customer Data, (b) not alter, store, copy, disclose or use Customer Data, except as necessary for the provision by Via of the Services under this Agreement or as otherwise expressly authorized by this Agreement, (c) preserve, so far as possible, the integrity of Customer Data and prevent any loss, disclosure, theft, manipulation or interception of Customer Data, (d) make secure back-up copies of Customer Data on such regular basis as is reasonable for the particular data concerned as instructed by Customer, and (e) promptly notify Customer if any of Customer Data is lost, becomes corrupted, is damaged or is deleted accidentally. To the extent Customer Data contains personally identifiable information, Via will comply with its obligations under applicable privacy laws. Via delivers the Services from an industry leading platform provided by Amazon Web Services, Inc., or "AWS." Via will consider using AWS servers in Customer's jurisdiction or a similar jurisdiction, if possible and if necessary or desirable for purposes of complying with applicable laws. AWS is responsible for protecting its own infrastructure from which the Via Solution is made available. As such, Via's Security Program applies only to the Applications themselves and those specific portions of the Services delivered from non-AWS facilities and infrastructure Via owns or controls. AWS does not permit Via, or any of its direct or down-stream customers, to visit the AWS data centers or offices but does provide several reports from third-party auditors who have verified their compliance with a variety of computer security standards and regulations all as detailed on the AWS compliance page located at <https://aws.amazon.com/compliance/>. Via passes through the benefits of AWS's security and compliance. Consequently, wherever an Order references facilities, equipment, or software that are the obligation of Via, those references relate only to Via's own facilities, equipment, and software, not those provided by AWS.

6.3 Specific Customer Obligations. Customer acknowledges that the back-end tools and data reporting platforms that are included within the Services include trade secrets and other Confidential Information of Via. Customer shall cause all individuals who receive log-in credentials from Via to such tools and platforms to keep such credentials confidential and not to share them with anyone else within Customer's

organization. Customer shall put in place information barriers and firewalls to ensure that, pursuant to its obligations under Section 6.1, Via's Confidential Information is not shared with any employees other than those who have a need to know such information, or with any Affiliates of Customers, or with any competitors of Via.

7. INDEMNIFICATION AND RELATED OBLIGATIONS.

Via will indemnify, defend and hold Customer harmless from amounts Customer owes to third parties as the result of either a ruling by a court of competent jurisdiction or a reasonable settlement entered into by Via that holds that the Via Solution provided to Customer under an Order or any component part thereof infringes or violates a third party's IPRs, other than in respect of patent infringements asserted by non-practicing entities or their affiliates. If the Applications are found to be infringing, or if at any time Via reasonably believes that the Via Solution may be subject to a claim of infringement, then Via may choose to: (a) modify the applicable portions of the Via Solution to be non-infringing; (b) obtain a license for Customer to continue using the infringing portions of the Via Solution; or (c) if neither of the foregoing is commercially practicable, terminate the applicable Order including any Use Rights and refund a pro-rata portion of any pre-paid fees Customer paid for the Via Solution. Via's indemnity obligations shall not apply to: (i) Customer's use of the Via Solution outside the scope of the Use Rights and/or their documentation; (ii) infringement arising from Customer Data and all Third Party Content directly licensed by Customer or any other materials not provided by Via; (iii) any infringement not reported by Customer in accordance with these Terms and Conditions (but only to the extent Via is actually prejudiced by Customer's delay or failure to report); or (iv) any modifications to the Via Solution made by any party (other than Via or Via's subcontractors or by Customer acting at Via's express direction). This Section 7 sets forth Customer's only remedy and Via's only liability with respect to infringement or other violations of intellectual property rights.

The Customer will indemnify, defend and hold Via harmless from all Losses arising out of or relating to any third party claim regarding Customer's use of the Via Solution, other than third-party claims regarding alleged infringement by the Via Solution of such third party's IPRs. The Customer's indemnity obligations shall not apply to claims resulting from Via's gross negligence or willful misconduct.

8. WARRANTIES; LIMITATION OF LIABILITY; INSURANCE.

8.1 Warranties. Via warrants that: (a) from the Effective Date until the expiry or termination of this Agreement, the Services will comply in all material respects with this Agreement and with the relevant Order or SOW; (b) the Services will be carried out in a competent and professional manner; (c) it has, and shall continue to have, all rights, consents and authorizations necessary to enable it to perform the Services in accordance with the provisions of this Agreement; (d) it has not included or used any open-source software in the Via Solution which would prevent the Customer from exercising the Use Rights over the Via Solution as contemplated by this Agreement or in any Order or SOW; (e) the Via Solution is free from Viruses that would substantially impair its operation; and (f) to Via's knowledge, there are currently no actions, suits or proceedings or regulatory investigations alleging the infringement of third-party IPRs by Via pending before any court or administrative body or arbitration tribunal that might adversely affect the ability of Via to meet and carry out its obligations under this Agreement. In the event the Services fail to perform as warranted in this Section 8.1, Via shall use commercially reasonable efforts to promptly correct any such failure of the Services

8.2 Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. OTHER THAN WITH RESPECT TO FEES PAID OR PAYABLE BY THE CUSTOMER, EACH PARTY'S TOTAL LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH THE AGREEMENT WILL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT EQUIVALENT TO THE FEES PAID OR PAYABLE TO VIA DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING ASSERTION OF THE CLAIM.

8.3 Data Breach Costs. If a material breach of Via's Security Program or its obligations under Section 6.2 hereof results in unauthorized access, use or possession of Customer Data containing personally identifiable information of Customers, Via shall be liable for Customer's Data Breach Costs up to an aggregate limit equal to the aggregate amount paid by Customer to Via hereunder, where "**Data Breach Costs**" means the cost and expenses of investigation and analysis (including by law firms and forensic firms), notification (including by mail house firms), offering and providing of credit monitoring or other remediation services, and any related call center or similar support activities required to be provided to the affected data subjects.

8.4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against, and reimburse the City for, any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, administrative and judicial proceedings and order, judgments, remedial action requirements, costs and expenses of every kind or nature, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and court costs ("**Claims**") arising directly from or out of (including any and all related costs and expenses), or resulting from Consultant's gross negligence or willful misconduct in the performance of its obligations under this Agreement; and/or Consultant's breach of this Agreement, except to the extent such Claim is caused solely by the active negligence or willful misconduct of the City. In this Section 8, "City" means the Customer, its officials, officers, agents, employees and volunteers; "Consultant" means Via, its employees, agents and subcontractors.

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

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

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

8.5.1 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.

8.5.2 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.

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

8.5.4 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.

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

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

8.6.2 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 in excess of the Consultant's insurance and shall not contribute with it.

8.7 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.

8.8 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.

8.9 Insurance Certificate. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement and, in any event, within five (5) days of such request.

8.10 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.

8.11 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.

8.12 Notwithstanding anything contained in this Agreement, the parties acknowledge that while Consultant's software may be used in connection with the City's operation of a transportation service, Consultant's auto liability coverage shall not apply to the operation of such service. Consultant shall have no liability to the City for any Transport Incident where "Transport Incident" means any accident, incident or other situation involving any rider or driver (including negligent, willful and/or criminal acts and omissions), any package, goods, meals or dry goods transported and/or handled by the City and/or any employee or agent of the City on behalf of the City and/or any rider, any device, vehicle or equipment employed by the City in the use, provision or servicing of such transportation service and/or any employee or agent of the City operating such vehicle, device or equipment or otherwise acting on behalf of the City (including the acts and omissions of such employees or agents while using the application or viewing or using any device from which the application is displayed).

9. REGULATORY COMPLIANCE.

9.1 Via's Obligations. Via shall at all times carry out and provide the Services in compliance with all Applicable Laws. For any change in the Services required by a change in Applicable Laws, Via shall mitigate the adverse effects of such change including minimization of increase in costs of the Services arising therefrom. Without prejudice to the rest of this Section 9, Via shall use commercially reasonable efforts to minimize any disruption caused by any changes in Applicable Laws introduced pursuant to this Section 9. The Customer acknowledges and agrees that the Services hereunder do not include, and neither party intends that they be construed as including, any legal, financial, tax or compliance advisory services with respect to Transport Incidents or the Transportation Laws.

9.2 Customer's Obligations. The Customer shall comply with all Applicable Laws. Customer shall monitor and identify changes in Applicable Laws (in any jurisdictions in which it operates the Customer Transportation Service) which would impact the use of the Services by the end-users and: (a) make such modifications to its internal processes and operations as it deems necessary to remain compliant with such change in Applicable Laws; and (b) promptly notify Via thereof so that the Customer Manager and Via Manager may discuss any changes to the Services required for on-going compliance. In addition to the preceding, as between Via and Customer, Customer shall be solely responsible for compliance with all Transportation Laws including as they relate to Transport Incidents and otherwise.

9.3 Export Laws. The parties do not intend to import or export products to one another or any third party under any Agreement. Neither party shall export or re-export the Via Solution to countries subject to U.S. government embargo (as designated by the Office of Foreign Asset Control of the Treasury Department) and persons listed on the prohibited persons list maintained by the Bureau of Industry and Security of the Department of Commerce.

9.4 Anti-Bribery Laws. The Parties shall comply with all applicable anti-bribery Applicable Laws in connection with their respective performance under this Agreement.

9.5 Consents; Permits. Via shall obtain all governmental registrations, licenses, permits, approvals and certifications required by Applicable Laws for the performance of the Services hereunder and shall pay all governmental fees associated therewith. Customer shall obtain all governmental registrations, licenses, permits, approvals and certifications required by Applicable Laws in connection with this Agreement (including each Order), as necessary to operate the Customer Transport Service, and shall pay all governmental fees associated therewith. Customer also shall obtain from its third party vendors, licensors, supply-chain partners, clients, customers, distributors or similar parties, any authorization or consent necessary for Via to access or utilize the goods, services (including software or other proprietary materials), property or facilities of such parties if necessary for Via's performance of the Services.

10. ASSIGNMENT.

Customer may not assign or transfer these Terms and Conditions, any Use Rights, and/or any Order unless Customer makes a request in writing in advance and Via consents in writing. Via may require Customer and the proposed assignee/transferee to agree to additional terms or pay additional fees. Any change of control of Customer shall be deemed to constitute a prohibited assignment for the purposes hereof.

11. NON-SOLICITATION.

During the Term and for twelve (12) months thereafter, Customer agrees that Customer shall not, and shall not direct, request, or seek to influence any of Customer's Affiliates to, directly or indirectly solicit, hire, or employ (including in any consulting capacity) any employee, officer, or director of Via or its Affiliates who performs services for Customer (or its Affiliates) or any person who served in any such capacity during the preceding six (6) months; provided that this Section 11 shall not prohibit general solicitation for employees through advertising and other similar means, if not directed at the employees, officers, or directors of Via or its Affiliates, or the hiring or employment of any person who responds to any such general solicitation.

12. DISPUTE RESOLUTION; GOVERNING LAW.

The laws of the State of California County of San Joaquin will govern this Agreement without regard to the principles of conflicts of laws. Except for either party's right, in connection with any matter involving any Agreement, to seek equitable or declaratory relief in any court of competent jurisdiction, all disputes not resolved informally by the parties shall be submitted for arbitration before a panel of three (3) arbitrators selected one each by the parties and one by the American Arbitration Association (the "AAA"), at least one of whom shall be an expert in the field of cloud-deployed software solutions. The arbitration shall be conducted in accordance with the provisions contained herein and in accordance with the Commercial Arbitration Rules of the AAA in effect at the time of the arbitration. A written notice of intent to arbitrate shall be provided by one party to the other party within a reasonable time after the dispute has arisen, and in no event shall such notice be provided after the date when institution of legal or equitable proceedings based on such dispute would be barred by the applicable statute of limitations. All arbitration shall be administered by the AAA and shall take place in New York, New York unless otherwise agreed to by the parties. All aspects of the arbitration including the result shall be treated as confidential and shall not be disclosed. The award of the arbitrators shall be binding and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction; provided, however, that the arbitrators shall not have the power to award: (a) punitive damages; or (b) damages in excess of the limitations set forth in Section 8 hereof.

13. MISCELLANEOUS.

These Terms and Conditions and each Order may be signed in separate counterparts deemed to be one instrument. The parties agree and acknowledge that signatures transmitted electronically, whether sent via facsimile or as attached files to electronic mail messages (e.g., in .pdf format), shall be acceptable to bind the parties. All notices must be sent by certified mail or overnight courier to the address specified for each party and deemed given three (3) business days after sending. The prevailing party in any dispute is entitled

to the recovery of reasonable legal fees and expenses. Failures in performance beyond a party's reasonable control are excused. Unenforceable provisions will be reformed to permit enforceability with maximum effect to the original intent. Waiver of a breach is not waiver of other or later breaches. Nothing in an Agreement is intended to create an agency, partnership, joint venture, or franchise between the parties and except as may be expressly stated in an Order, neither party has the authority to act in the name or on behalf of or otherwise to bind the other. In performing its obligations under this Agreement, each party is acting as an independent contractor of the other and is solely responsible for the supervision, daily direction, and control of its own employees and for the payment of their salaries and benefits and related compensation. Via may issue a press release or make other public announcements concerning these Terms and Conditions and/or Orders and may use Customer's Marks in its marketing materials and on its website in a manner consistent with Customer's communications policies (to the extent made available to Via) but in all events reasonably. Customer shall, upon Via's request, use commercially reasonable efforts to provide comments with respect to the collaboration hereunder that Via can quote in its press release. To the extent required by the licensors of Third Party Content Via provides, such licensors are the express, intended third-party beneficiaries of this Agreement. Except as expressly set forth herein, there are no other third-party beneficiaries of this Agreement.

14. COOPERATIVE PROCUREMENT.

To the extent permitted by applicable law and as additional consideration for this Contract, Via agrees to extend an option to purchase any Services covered under the Agreement under the same terms and conditions set forth herein, as well as any additional terms and conditions specific to their local requirements upon mutual agreement between the parties, to any other agency or municipality that has entered into a cooperative purchasing agreement or similar arrangement with Customer (collectively, such other agencies are referred to herein as "Contracting Members"). Each Contracting Member shall negotiate its own pricing terms and execute its own contract with Via.

15. ENTIRE AGREEMENT AND SURVIVAL.

These Terms and Conditions and each Order (including any SOW) are the entire Agreement between the parties with respect to the Via Solution and Services under them and supersede all previous or contemporaneous written and verbal agreements or proposals relating to the same subject matter, and cannot be modified except by written agreement referencing the specific provisions modified. Conflicts between these Terms and Conditions and an Order (including any SOW) with respect to amounts or timing of payments will be resolved in favor of the Order. All other conflicts will be resolved in favor of these Terms and Conditions, including in the event of a conflict with Customer's general conditions. If Customer's procurement processes require use of an internal purchase order neither it nor its terms shall supersede, replace, or amend this Agreement. Sections 3, 6.1, 7 and 8.2 each shall each survive expiration or termination of this Agreement.

16. DEFINITIONS

“**AAA**” is defined in Section 12.

“**Additional Services**” is defined in Section 2.2(b).

“**Affiliate**” means, with respect to any specified entity, any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the entity specified.

“**Agreement**” is defined in the preamble.

“**Applicable Law**” means (i) any statute, statutory instrument or any other legislative instrument having the force of law; and (ii) any applicable judgment of a relevant court of law which is a binding precedent, in each case in force at any time during the Term.

“**Application**” is defined in Section 2.

“**AWS**” is defined in Section 6.2.

“**Confidential Information**” means information, data or materials in either tangible or intangible form that are trade secrets of, or proprietary and confidential to the Disclosing Party or its clients or business partners, including as may be so designated by statute, regulation or common law including by the form of the Uniform Trade Secrets Act and privacy laws adopted under applicable law, or which are marked as “Confidential” or which, by their nature and the context of their disclosure, should reasonably be known to be confidential.

“**Control**” means, with respect to any entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities (or other ownership interest), by contract or otherwise.

“**Customer Data**” means all data that is input by or on behalf of Customer and/or Riders into the Via Solutions. Portions of the Customer Data may include personally identifiable information. For avoidance of doubt, Customer Data excludes the Via Solution itself and Via’s related IPR and Confidential Information and all derivative works and improvements to each of them. Customer Data also excludes de-identified, anonymized and/or aggregated data generated from the use of the Via Solution or created by Via.

“**Customer Infrastructure**” is defined in Section 1.2.

“**Customer Transportation Service**” is defined in Section 1.2.

“**Data Breach Costs**” is defined in Section 8.4.

“**Devices**” is defined in Section 2.

“**Disclosing Party**” is defined in Section 6.1(a).

“**Export Laws**” means the Export Administration Regulations, 15 C.F.R. §§730-774, the International Traffic in Arms Regulations, 22 C.F.R. Parts 120-130, and sanctions programs implemented by the Office of Foreign Assets Control of the U.S. Department of the Treasury and all similar laws or regulations in each applicable jurisdiction and any amendments or replacements therefor.

“**Fees**” is defined in Section 4.

“**Governance Process**” means the established and designated appropriate personnel, steering committees, oversight boards and related processes and procedures to ensure timely, fair and good faith governance and management of their performance under each Statement of Work including terms and conditions establishing a process to manage and control changes to the Services, all of which shall

be documented in one or more exhibits and attachments to each applicable Statement of Work.

“**IPR**” or Intellectual Property Rights (“**IPR**”) means rights in and in relation to Confidential Information, all right, title and interest in and including all registered designs, design rights, copyright rights and neighboring rights (including rights in elements of layout or design), database rights, algorithms, utility models, patent rights (including rights under all patent applications, patents, letters patent, supplementary patent certificates, inventor’s certificates, continued prosecution applications, reissues, continuations, continuations-in-part, divisions, substitutes, extensions, requests for continued examination, and other similar filings or stages thereof), rights in and in relation to inventions (whether or not patentable), domain names, trade marks, service marks, trade and business names, logos and trademark rights, as well as all proprietary rights (including trade secrets), Know How, and moral rights (including the rights of authorship and attribution and subsequent modification), all rights or forms of protection having an equivalent or similar nature anywhere in the world, whether enforceable, registered, unregistered or registrable (including, where applicable, all applications for registration) and whether or not evidenced by certificates, applications or registrations therefor, and whether granted provisionally or permanently, or upon initial issuance or upon reissue, re-examination, division, extension, in continuation, or in continuation-in-part, and at all times further including all goodwill associated with all such rights.

“**Know How**” means all unpatented, secret, substantial and identified know how, expertise, technical, operational or other information including all related ideas, concepts, methods, inventions, discoveries, data, formulae, processes, methods, techniques and specifications.

“**Losses**” means all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

“**Marks**” means any word, name, symbol, logo, font, or device or any combination thereof, used to identify and distinguish goods or services from another source, including trademarks (both registered and unregistered), domain names and trade dress.

“**Modifications**” means (in relation to the Via Solution) updates, upgrades, New Releases and modifications, and (in relation to Services) updates, enhancements, derivatives, improvements and translations to the Services, new Service features and versions and correction of errors in the Services.

“**New Release**” means any new version of the Via Solution which Via has developed or otherwise offers for sale in its usual course of business and which constitutes a product that is intended to replace the current version of the Via Solution

“**Order**” is defined in Section 1.3.

“**Riders**” is defined in Section 1.2.

“**Receiving Party**” is defined in Section 6.1(a).

“**Security Program**” is defined in Section 6.2.

“**Services**” is defined in Section 1.3.

“**Term**” is defined in Section 5.1.

“**Third Party Content**” is defined in Section 2.

“**Transport Incident**” is defined in Section 8.2.

"Transportation Laws" means any applicable law to which operators and owners of vehicles, employer of vehicle operators, and transportation service providers are required to adhere.

"Use Rights" is defined in Section 2.1(a).

"Via Solution" is defined in Section 1.1.

"Virus" means any thing or device (including any software, code, file or programme) which may: prevent, impair

or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

SIGNATURES OF THE PARTIES APPEAR ON THE IMMEDIATELY FOLLOWING PAGE.

SIGNATURE PAGE TO MASTER TERMS AND CONDITIONS FOR THE VIA SOLUTION AND SUPPORT SERVICES

IN WITNESS WHEREOF, the parties to these Master Terms and Conditions for the Via Solution and Support Services have caused them to be duly executed by their respective duly authorized representatives.

<p style="text-align: center;">VIA: <u>VIA MOBILITY LLC</u></p> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"> <small>Signed by:</small> <small>C7652978C824421...</small> </div> <p style="text-align: center;">_____ AUTHORIZED SIGNATURE</p> <p>Alex Lavoie</p> <p style="text-align: center;">_____ PRINTED NAME</p> <p>Manager</p> <p style="text-align: center;">_____ TITLE</p> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"> <small>Signed by:</small> <small>3D9747A798E245B...</small> </div> <p style="text-align: center;">_____ AUTHORIZED SIGNATURE</p> <p>Dillon Twombly</p> <p style="text-align: center;">_____ PRINTED NAME</p> <p>Manager</p> <p style="text-align: center;">_____ TITLE</p> <p>3/19/2025</p> <p style="text-align: center;">_____ DATE SIGNED</p>	<p style="text-align: center;">City of Tracy</p> <p style="text-align: center;">_____ AUTHORIZED SIGNATURE</p> <p style="text-align: center;">_____ DANIEL ARRIOLA MAYOR</p> <p style="text-align: center;">_____ NECY LOPEZ ACTING CITY CLERK</p> <p style="text-align: center;">_____ _____ _____</p>
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CUSTOMER LEGAL NAME	CITY OF TRACY
CUSTOMER PRINCIPAL BUSINESS ADDRESS	333 CIVIC CENTER PLAZA TRACY, CA 95376
CUSTOMER STATE OF INCORPORATION	CALIFORNIA
CUSTOMER CONTACT INFORMATION FOR NOTICES	ED LOVELL TRANSIT MANAGER ED.LOVELL@CITYOFTRACY.ORG

CITY OF TRACY DEPLOYMENT SERVICE ORDER

By this service order (the “**Order**”), Via Mobility LLC, a Delaware company with its principal office located at 114 5th Ave., Floor 17, New York, New York 10011 (“**Via**”), and the customer identified below (“**Customer**”) agree to collaborate towards the operation by Customer of the deployment (the “**Deployment**”) in Tracy, CA.

<p>Customer Name: City of Tracy</p> <p>Customer Entity Type / State of Incorporation: City/California</p>	<p>Customer Notice Address: Tracy Transit Station</p> <p>50 E. 6th Street Tracy, CA 95376</p> <p>Customer Email: Ed.Lovell@cityoftracy.org</p>
<p>Term: The duration of the Deployment shall last until the last day of the calendar month during which a period of sixty (60) months following Launch expires, subject to extension by mutual agreement of the parties on terms to be agreed (including any increase in monthly fees for additional months).</p>	
<p>Services: Customer will receive access to the standard Via Solution and automatic software updates, comprised of:</p> <ul style="list-style-type: none"> (a) Fully localized proprietary routing and matching algorithms that analyze all trip requests, assign riders dynamically to the best-suited vehicle, and group passengers headed in the same direction into efficient shared rides powered by Via’s patented technology; (b) Downloadable iOS and Android rider apps that allow customers to book rides, track vehicles in real time, and pay for trips; (c) Downloadable driver app that provides efficient turn-by-turn directions and updates dynamically in real-time based on schedule changes; (d) Access to the Via Operations Console (“VOC”), which allows administrators to perform a variety of functions, including booking trips, checking trip details, adjusting account information, and providing customer support, and accessing reports, as provided for in Appendix 1; (e) Access to the data reporting set out in Appendix 1, made available via the VOC. 	
<p>Support Services – Installation. Via provides installation support for up to four weeks after the Deployment begins serving Riders , consisting of:</p> <ul style="list-style-type: none"> (a) Localization for the Deployment Zone (defined below), including optimizing the algorithm, configuring back-end, and defining acceptable pick-up and drop off points; (b) Testing and quality assurance; (c) Helping Customer to build a launch plan and rider acquisition strategy; and (d) Instruction for drivers, dispatchers, and managers on Via’s best practices as remote launch support 	
<p>Support Services – Ongoing. The following services are included in the fees up to the number of hours per month identified below:</p> <ul style="list-style-type: none"> (a) Operational support and system adjustments: Includes algorithm adjustments and changes to virtual bus stops / pickup points at request of Customer: <i>up to 10 hours per month</i> (b) Expert consulting: <i>up to 5 hours per month</i> <ul style="list-style-type: none"> ● Marketing and growth: help setting up complex promotions, review and assistance for third party tools that can integrate into Via’s tech ● Operations: Including supply optimization analysis, payment & fraud investigation, and business case/unit economics analysis ● Service expansion: Including feasibility analysis for service expansions or additional projects (c) Tech Support: Dedicated Via point of contact will use commercially reasonable efforts to respond within one business day for non-critical issues (upon receipt of a detailed description of the issue as requested by Via) and to ensure that assistance is provided within a reasonable time frame. Via will also provide Customer with an appropriate channel for alerting Via to system outages or other critical issues, with respect to which Via will provide emergency assistance. <p><i>Via will notify Customer if Customer is within 1 hour of exceeding the capped hourly limit on Operational Support and System Adjustments and/or Consulting Services. If requested, hours beyond those set out above will be charged on an hourly rate.</i></p>	
<ul style="list-style-type: none"> (d) Additional Services. Via can provide optional add-on services, including consulting, web-based booking portal, fixed route referral, live agent support, multi-modal or third party trip planner integrations, media and advertising services, marketing support, or access to our Remix® transit planning software for an additional fee. More details available upon request. 	

Customer Responsibilities.

- (a) **General.** Customer will operate and manage the Deployment as set forth in the Terms, Customer shall cooperate with Via as necessary for the purpose of setting up the Deployment and its specifications, including by providing prompt feedback to Via’s inquiries and providing local insights, in order to meet mutually agreed upon deadlines.
- (b) **Launch.** Within one week of signing this Order, the Parties will mutually agree on the targeted launch date of the Deployment (“**Launch**”). Launch shall be no fewer than 12 weeks following execution of this Order. In the event that the Launch date is moved at Customer’s request or delayed due to Customer’s inaction, Customer will be charged a Technology Fee (as defined in Section “Fees” below) to accommodate hosting and other direct IT costs.
- (c) **Zone:** Customer and Via will agree at least three months prior to launch on the exact geographical scope for the Deployment zone (“**Deployment Zone**”). Any changes or expansions to the Deployment Zone may result in additional fees.
- (d) **Support Requests.** At the start of the project, Via will direct Customer towards the relevant CRM tools to log requests. In order to trigger a Product Maintenance request, requests for product maintenance must contain detailed information about the nature of the request. Requests for additional features may be subject to additional fees.
- (e) **Payment Processing.** The fees set forth above do not include any owed to the third party payment processor. Via will facilitate an introduction to its recommended payment processor and Customer is responsible for entering an agreement with such payment processor in order to be able to process credit card payments.

Fees.

Customer shall pay Via the following Fees for the Term:

Fee Category	Amount	Invoicing Terms
Installation Fee	\$15,769	Payable upon signing of this Order
Remix Transit Planning License	\$0	Five (5) year free trial*
Minimum Annual Fee	<ul style="list-style-type: none"> ● Year 1: \$21,600 ● Year 2: \$21,625 ● Year 3: \$22,915 ● Year 4: \$23,603 ● Year 5: \$24,311 calculated based on a minimum of 6 active vehicles per calendar month	Payable upon signing of this Order and annually thereafter on the anniversary of the Launch Date
Incremental Monthly Fee	If the number of active vehicles in service exceeds the minimum in any given month, the “Incremental Monthly Fee” shall be calculated as follows: <ul style="list-style-type: none"> ● Year 1: \$300 per active vehicle per calendar month for vehicles 7+ ● Year 2: \$309 per active vehicle per calendar month for vehicles 7+ ● Year 3: \$318 per active vehicle per calendar month for vehicles 7+ ● Year 4: \$328 per active vehicle per calendar month for vehicles 7+ ● Year 5: \$338 per active vehicle per calendar month for vehicles 7+ 	Invoiced for a given month at the beginning of the following month with payment due with net 30 payment terms
Total Fee (5 Year Term)	\$129,824 assuming 6 vehicles (excluding Incremental Monthly Fees and Fees for any Additional Services)	
Total NTE (5 Year Term)	\$175,184 assuming 8 vehicles (excluding Fees for any Additional Services)	

1. *Installation and Minimum Annual Fees: The Customer agrees to pay the Installation Fee and Minimum Annual Fee (as set out in the table above) upon signing of this Order, with payment due in accordance with the Terms. In subsequent years, the Minimum Annual Fee shall be payable annually on the anniversary of the Launch Date.*

- 2. **Incremental Monthly Fee:** In the event that more than 6 vehicles are used during a given calendar month, Via will calculate Incremental Monthly Fees and provide Customer with an invoice based on the actual number of active vehicles used during the previous month. Customer shall be responsible for paying the Incremental Monthly Fee within 30 days of the date of such invoice.

The Customer agrees that the sample invoice set out in Appendix 2 is satisfactory to Customer, both in substance and format. Via shall calculate the Fees due. For the avoidance of doubt, (i) the number of vehicles per month for purposes of the above fees shall be the maximum number of distinct vehicles input by Customer that use the Via Solution on any given day over the course of the applicable calendar month and (ii) in the event the duration of the Deployment does not exactly match calendar months, monthly fees will be prorated for the first and/or last calendar months of the Deployment, as applicable, so that Customer will only be charged for the portion of such months during which the Via Solution was available to be used for the Deployment.

Customer shall reimburse all travel expenses of Via personnel for purposes of the Deployment. Installation-related services described above will initially be performed remotely, and if Via deems it necessary, in person by Via personnel for a limited period around launch. Thereafter, services will continue to be performed remotely as applicable, provided that Via personnel can be sent to Customer's location for additional trips upon reasonable request. Twilio. Price includes our generic package for Twilio cost for 4 SMS notifications and 1.25 minutes of Twilio voice time per ride, at a maximum of \$0.06 per ride on average for all rides completed within each calendar month. Any costs associated with Twilio in excess of \$0.06 per ride will be billed to the Customer as at cost plus 10% on a monthly basis

Launch Delay. If the Launch Date is delayed for more than a calendar month by Customer for any reason, Customer shall be responsible for paying Via for a \$1,500 monthly technology fee for the cost of maintaining the technology infrastructure for Customer's deployment during the period of delay (the "**Technology Fee**"). The Technology Fee shall be payable monthly at the beginning of the month in which it is incurred. In the event that the duration of the delay does not exactly match calendar months, the Technology Fee will be prorated for the relevant month in which Launch occurred.

*The parties agree that access to the Remix free trial shall be subject to Remix's terms of use set forth at <https://www.remix.com/service-terms>.

Branding. The Deployment will be branded as City of Tracy powered by Via. The "powered by Via" banner must be used only in the exact format provided by Via, and will be prominent on all assets promoting the Deployment, including (but not limited to) printed collateral, digital materials, websites, and any vehicle wraps. The "powered by Via" banner will have equal prominence on all marketing materials to any additional partner logos or trademarks. Via may provide pre-approved brand assets and guidelines that must be complied with in all marketing communications distributed by the Customer.

This order shall be governed by the terms and conditions set forth in the MASTER TERMS AND CONDITIONS FOR THE VIA SOLUTION AND SUPPORT SERVICES between the Parties, dated as of _____ (the "Terms"). Terms used herein and not otherwise defined shall have the meaning set forth in the Terms. By signing below, the parties agree to the Terms.

VIA MOBILITY LLC

By: 
Signed by:
C7652978C824421...
 Name: Alex Lavoie

Title: Manager

By: 
Signed by:
3D9717A739E245B...
 Name: Dillon Twombly

Title: Manager

Date: 3/19/2025

CITY OF TRACY

By:
 Name: DANIEL ARRIOLA

Title: Mayor

Date:

Appendix 1 to Service Order

VOC use and Data Sharing

Authorized Users

The below exhibit sets forth the members of the Customer’s “Core Team” of personnel who are designated authorized users of the VOC including access to the data detailed below (the “Core Team”). Access to the VOC is conditional upon Customer notifying Via with reasonable advance notice of the name, title, email address and any other details Via may reasonably require of the members of the Customer Core Team. The Core Team may be updated during the Term subject to Via’s consent.

Exhibit 1.

Core Team	
Title	Name
[Customer to provide details no later than one month prior to Launch]	[Customer to provide details no later than one month prior to Launch]

Customer Core Team will be granted suitable permissions to allow them to manage and authorize access of additional Customer personnel as secondary users (“Secondary Users”) to the VOC. All Core Team and Secondary Users will be subject to Customer’s confidentiality and non-disclosure obligations, as described in the Terms. For the avoidance of any doubt, Customer’s Core Team responsibility includes granting permissions to Secondary Users only to the extent such permission is needed for the Customer’s operation of the Deployment and in compliance with applicable privacy legislation, and removing any Secondary User access once it is no longer needed. Via retains the right to deny or revoke any Core Team or Secondary User access if Via suspects that such access may be causing or have caused a breach of the Terms, or any user guidance Via issues from time to time.

Authorized Operators

Customer may not provide access to the Via Solution to any third party except with Via’s prior written consent. In the event that Customer wishes to engage a third-party operator (“Operator”) to operate the Deployment, Customer shall provide Via a copy of an Operator Acknowledgement Form in the form required by Via, duly executed by such Operator, as a prerequisite for Via’s allowing the Operator access to the Via Solution. For the avoidance of doubt, no Operator will be allowed access to the Via Solution without having signed the Operator Acknowledgement Form. Customer Core Team will be responsible for grant of VOC permissions to the Operator’s team, which will be considered Secondary Users for all purposes. As between Customer and Via, Customer shall remain responsible for acts and omissions of any Operator as it relates to Operator's access to the Via Solution.

Data Sharing Plan

As part of the Deployment, and as detailed below, Via will make access to data available to members of the Customer’s Core Team, and any above-authorized Customer’s Secondary User(s) and/or Operator(s), for the purpose of research and program evaluation for the duration of the Term. The data will be accessible in the VOC, and may not be shared through any other method unless otherwise authorized in writing by Via. Any and all data made available under this Order are trade secrets of Via, and subject to the confidentiality and other protective provisions set forth in the Terms at all times. Customer may not share any such data with anyone not authorized in accordance with this Appendix 1.

To protect Via’s Intellectual Property Rights and the privacy of riders, Via will provide the following data tables and dashboards in the form of aggregated reports and data tables to Customer through VOC:

- Service KPI Dashboards: Visualized dashboards and graphs of Key Performance Indicators. These dashboards provide a high level view of the overall service performance across a number of metrics and periods of time. Dashboards are available for download as .jpeg files or in raw form as excel spreadsheets.
- Data Generator: Set of tables with granular raw data about the service that are available for download as excel or csv spreadsheets.

The reports will be refreshed daily. The reports are aggregated and any information about individual riders is de-identified. [Additional off-the-shelf reporting may be made available to Customer upon request at Via’s discretion. Custom reports will need to be scoped and may come at additional cost.]

SERVICE KPI DASHBOARD	
Dashboard	Report Metrics
Service Operations Metrics & Graphs	<ul style="list-style-type: none"> ● Total ride requests ● Requests during service hours ● Met Demand ● Met Demand Rate ● Completed rides ● Completed Rides Rate ● Detailed Ride Requests Status ● Active Riders ● Driver Hours ● Utilization
Rider Experience Metrics & Graphs	<ul style="list-style-type: none"> ● Average Ride Duration ● Average Ride Rating ● Average Pickup Walking Distance (<i>corner-to-corner services only</i>) ● Aggregation Rate ● Average ETA ● Dropoff Time Requested vs. Scheduled* ● Dropoff Time Scheduled vs. Actual* ● Pickup Time Requested vs. Scheduled* ● Pickup Time Scheduled vs. Actual* <p><i>*Pre-booked rides only</i></p>
Rider Growth Metrics & Graphs	<ul style="list-style-type: none"> ● Accounts Created ● Active Riders ● Total Riders Who Requested a Ride ● Total Riders Who Completed a Ride ● Completed Rides Per Rider
Ride Rating Metrics and Graphs	<ul style="list-style-type: none"> ● Avg. Ride Rating ● Total Bookings with Ratings ● Percent Bookings with Ratings ● Total Five Star Ratings ● Percent Five Star Ratings ● Label per Rating ● Rating Distribution
Advanced Prebooking	<ul style="list-style-type: none"> ● Request Source ● Recurring Type ● Hours Booked in Advance

Metrics & Graphs <i>(prebooking only)</i>	<ul style="list-style-type: none"> ● Hours Canceled in Advance
---	---

DATA GENERATOR	
Table	Data Columns
Ride Request Table	<ul style="list-style-type: none"> ● Request Creation Date & Time ● Request ID ● Request Status ● Rider ID ● Wheelchair Accessible ● Booking Method ● Number of Passengers ● Booking type <i>(PB+OD only)</i> ● Origin Address ● Origin Lat + Long ● Destination Address ● Destination Lat + Long ● Actual Pickup Time ● Cancellation Time ● No Show Time ● Ride Price ● Ride Distance ● Ride Duration (min) ● Ride Rating
Rider Activities Table	<ul style="list-style-type: none"> ● Rider ID ● Account Creation Date ● Total Requests ● Total Completed Rides ● Total Cancellations ● Total No Shows

<p>Drivers Table</p>	<ul style="list-style-type: none"> ● Drive ID ● Driver Name ● Driver Email ● Active Status ● Total Shift Hours ● Avg. Shift Hours Per Day ● Avg. Shift Hours From First Assignment Per Day ● Avg. Break Hours Per Day ● Total Accepted Rides ● Avg. Rating From Riders
<p>Vehicles Table</p>	<ul style="list-style-type: none"> ● Vehicle ID ● Active Status ● Visual ID ● Short Visual Identifier ● Maker ● Color ● Vehicle Capacity ● Max Capacity ● Wheelchair Capacity
<p>NTD S-10 Report <i>Available upon request for required reporting to the FTA. (United States only)</i></p>	<ul style="list-style-type: none"> ● Service Date ● Day of the Week ● Vehicles Operated in Maximum Service (VOMS) ● Actual Vehicle Hours ● Actual Vehicle Miles ● Vehicle Revenue Hours ● Vehicle Revenue Miles ● Unlinked Passenger Trips ● Passenger Miles Traveled

Appendix 2 to the Service Order
Sample Invoice

CONFIDENTIAL



Via Mobility LLC.
114 5th Ave, Floor 17
New York NY 10011 United States

Invoice

Date
Invoice #

Terms
Due Date
PO #
Billing Period

Net 30

Bill To
[Partner] [Address]

Description	Rate	Quantity	Amount
Vehicle Fees			
Tax Code Summary		Total	

Please make checks payable to:

P.O. Box 7410493
Chicago, IL 60674-0493

Wire Instructions:

Bank of America, N.A.
222 Broadway,
New York, NY 10038
Wire Routing # - 026009593

ACH Routing # - 021000322

Account # - 483065995955

Swift Code - BOFAUS3N

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

-
- (1) APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH VIA MOBILITY, LLC TO PROVIDE A MOBILITY ON-DEMAND SOFTWARE SOLUTION FOR THE TRACER BUS SYSTEM FOR A TOTAL NOT TO EXCEED AMOUNT OF \$175,184, FOR AN INITIAL TERM OF FIVE-YEARS, AND ADMINISTRATIVE OPTION TO EXTEND FOR ONE ADDITIONAL YEAR, AND**
 - (2) AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO SIGN ANY ANCILLARY SUPPORT AGREEMENTS.**

WHEREAS, The City of Tracy has provided fixed route bus service to the community since 2001; and

WHEREAS, The City desires to install additional technology components on the City buses to allow for more effective operations, better data collection, and to provide passengers with a better customer experience; and

WHEREAS, The City released a Request for Proposals (RFP) in December 2024, in which five proposals were received and evaluated; and

WHEREAS, Pursuant to Tracy Municipal Code Sections 2.20.140(a)(2) and 2.20.130, Via Mobility, LLC was found to offer the best value proposal in terms of both price and qualitative considerations including technical design and approach, and the most qualified and competent to meet the City's needs for services; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy approves the Purchase Agreement with Via Mobility, LLC attached hereto as Exhibit A to provide a mobility on-demand software solution for the Tracer bus system with a total compensation amount not to exceed \$175,184, and initial five-year term; and be it further

RESOLVED: That the City Council authorizes the City Manager to administratively extend the Purchase Agreement with Via Mobility, LLC for one additional year; and be it further

RESOLVED: That the City Council authorizes the City Manager, or designee, to sign any ancillary support agreements.

* * * * *

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 15th day of April, 2025, by the following vote:

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

DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST: _____
NECY LOPEZ
Acting City Clerk and Clerk of the Council of the
City of Tracy, California

Attachments:

Exhibit A – Via Mobility, LLC Purchase Agreement

MASTER TERMS AND CONDITIONS FOR THE VIA SOLUTION AND SUPPORT SERVICES

THESE MASTER TERMS AND CONDITIONS FOR THE VIA SOLUTION AND SUPPORT SERVICES (these “**Terms and Conditions**” or this “**Agreement**”) are entered into as of the effective date designated on the signature page hereto (the “**Effective Date**”) between Via Mobility LLC, a Delaware limited liability company with its principal office located at 114 5th Ave., Floor 17, New York, NY 10011 (“**Via**”), and the City of Tracy (“**Customer**”). Defined terms have the meaning given to them in Section 15 or in the Section in which they first appear.

1. BACKGROUND AND PURPOSE.

1.1 Via Background. Via is the developer and owner of a proprietary technology platform and certain related systems and methods used to establish, monitor, operate and/or manage on-demand transit networks. Via employs an internal use version of its proprietary platform, systems and methods to operate its own on-demand transit service under the Via brand. In addition, Via has developed a cloud-based version of its platform and related systems and methods (collectively, the “**Via Solution**”) and accompanying technical and operational support services (the “**Support Services**”) that it makes available by subscription on a software as a services basis to third party operators of private and public transportation networks.

1.2 Customer Background. Customer operates, for use by prospective and actual riders (collectively, “**Riders**”), a public or private transportation network (the “**Customer Transportation Service**”) using vehicles, equipment and services (including telecommunications and/or dispatch equipment and services), personnel, routes and other infrastructure it owns or otherwise controls (the “**Customer Infrastructure**”).

1.3 Purpose; Ordering. The purpose of these Terms and Conditions is to provide a framework under which Via will provide to Customer the Via Solution, including maintenance, Support Services, and regular product updates including any Modification to the Via Solution (collectively, the “**Services**”), and Customer will operate a Customer Transportation Service using the Via Solution. These Terms and Conditions shall govern the provision of Services by Via to Customer as described in the service order attached hereto and any other service order signed by Via and Customer (each, an “**Order**”). For the avoidance of doubt, Customer may request (and Via may, in its sole discretion, provide) additional Orders under these Terms and Conditions (including, without limitation, for the purpose of expanding the geographic scope of the Services to new cities or extending the duration of the Services) and does not need a new set of Terms and Conditions to make additional purchases of Use Rights (defined below) and/or Services in the future.

2. THE VIA SOLUTION.

The Via Solution is comprised of the driver and passenger software applications (each, an “**Application**”) and certain system management tools and may also include certain additional software, data, data feeds, or other content owned by and licensed from third parties (the “**Third Party Content**”). While all the Applications are cloud-based, certain of them are deployed via download to handheld mobile devices used by Riders or drivers, while others are installed on devices field-deployed by Customer to personnel and vehicles (all three types of such devices collectively, the “**Devices**”).

2.1 Use Rights.

(a) Use Rights. Subject to the terms and conditions herein, Via will provide the Services, as defined herein. The Services will include all related services, functions or responsibilities not specifically described in this Agreement, but that are required or reasonably necessary for the proper performance of the Via Solution in connection with the Customer Transportation Service. Via will grant Customer subscription, access, and use rights (“**Use Rights**”) for the specific Applications and deployment types identified in each applicable Order. The Order will further contain terms specifying whether Customer may co-brand the manner in which the Application is displayed on Devices.

(b) License to the Applications. In connection with the provision of the Via Solution, Via provides a limited, non-exclusive license during the Term to Customer to the Applications for use with the Devices for the Customer Transportation Service and sublicense to Riders, drivers and local operators, subject to the terms set out in Via’s Privacy Policy and Terms of Use.

(c) **Third Party Content.** Certain Third Party Content may already be integrated with the Applications and delivered as part of the overall Via Solution. Where this is the case, Via has been authorized to resell, distribute, or otherwise provide its customers with such integrated Third Party Content. If additional Third Party Content is optionally available for the Via Solution, such as certain information technology solutions or management tools and software, Via will identify it for Customer and Customer will be responsible for obtaining and paying for Customer's own rights from the applicable third party licensor.

(d) **Suspension Rights.** Via may suspend Customer's or any end user's right to access or use the Via Solution if: (i) Via determines, in its reasonable discretion, that an end user of the Customer Transportation Service: (x) poses a systemic security risk to or may materially harm the Via Solution, Services, or any third party; or (y) may materially adversely impact the services, systems, or content of any other Via customer; (ii) Via's rights with respect to any Third Party Content necessary for the operation of the Service are terminated or suspended for any reason; or (iii) Via is otherwise required by applicable law or regulation to do so. In the event of a suspension, Via will, where not prohibited by Applicable Law and reasonable under the circumstances, provide Customer with prior written notice of the reason for any such suspension of the Services and an opportunity to take steps to avoid any such suspension. Via will only suspend access to the minimum necessary portion of the affected Services for as long as reasonably necessary to address the issues giving rise to the suspension. If Via's rights to any Third Party Content necessary for the operation of the Service are suspended or terminated under Section 2.1(d)(ii), then Via will use commercially reasonable efforts to replace such Third Party Content with reasonably equivalent content in order to restore the Service as quickly as possible.

2.2 **The Services.**

(a) **The Services.** Pursuant to one or more Orders, the parties intend on collaborating for the implementation and operation of the Via Solution in connection with the Customer Transportation Services. In some cases, Services will require a more comprehensive description than that contained in the applicable Order. If that is the case, the parties will enter into a mutually agreed statement of work and attach it to the applicable Order (each, a "**Statement of Work**" or "**SOW**"). Each Order or SOW, as needed, will set forth the particulars of the Services as defined in Section 2.1(a) for each city or locality in which Customer intends to operate the Via Solution in connection with the Customer Transportation Service, as specified in the Order.

(b) **Additional Services.** From time-to-time Customer may desire to engage Via to perform additional services, such as development of product features and/or services directly related to the Application which fall outside the scope of the Services. In such cases, the parties will negotiate toward potential execution of such SOWs as are jointly determined to be appropriate. All such services described in this Section 2.2(b) are referred to collectively as, the "**Additional Services**". The Parties shall agree upon a blended hourly rate for Via to bill Customer for performing such Additional Services under the relevant SOW. Via shall consider proposals for such Additional Services in good faith but is under no obligation to perform the Additional Services if an SOW cannot be agreed upon with Customer.

(c) **General Terms.** All references to Orders include their SOWs. Via shall provide the Services to the Customer in accordance with the relevant Order beginning on the Effective Date and continuing throughout the Term, in accordance with the terms of this Agreement. The Services to be delivered to the Customer are set forth in the relevant Order as may be amended through written agreement between Via and the Customer from time to time during the Term. All Services to be performed by Via shall be in accordance with the applicable Order executed by Via and the Customer and Via's obligations under Section 9.1 (Regulatory Compliance). Via shall provide security for the Via Solution and shall maintain and implement disaster recovery and business continuity procedures as described in the Via Security Program as detailed in Section 6.2 herein. Via's provision of the Services requires such reasonable and timely cooperation as Via may require of the Customer, including access to the Customer's information, personnel, and/or systems, and Via shall not be responsible for any failures or delays caused by the Customer's failure to so cooperate or any inaccurate information provided by or on behalf of the Customer. Unless an Order has different acceptance terms, Customer will accept the Services and any resulting deliverables upon payment or fifteen (15) days after their performance, whichever occurs first, and may not withhold, condition, or delay payment or acceptance after that time.

(d) **Relationship Management.** The Customer Manager and Via Manager named in an Order shall assume operational responsibility for that Order. Changes to the scope of an existing Order or SOW (including changes to any deliverables) require mutual written consent of the parties.

3. INTELLECTUAL PROPERTY AND RELATED RIGHTS.

3.1 The Via Solution. As between Customer and Via hereunder, all Intellectual Property Rights (“IPRs” as defined in Section 15) in and to the Via Solution and all of their derivative works and improvements are owned by, and are proprietary to Via. Except for the Use Rights granted herein (a) no right, title or interest in or to the Via Solution or any portion thereof is or shall be granted or transferred to Customer under this Agreement, whether by license or otherwise; and (b) Customer acknowledges and agrees that it shall have no right to use, reproduce, distribute, sublicense, modify or otherwise provide to third parties, the Via Solution, in whole or in part, except as explicitly granted herein. The Customer shall not directly or indirectly disassemble, decrypt, scan, decompile or otherwise reverse engineer in any manner any components or elements of the Via Solution or assist a third-party to do so. In the event that Via provides Customer with any hard-copy or electronic copies of materials containing Via’s Confidential Information, including information pertaining to the Via Solution and its operation, and Customer retains copies of such materials in accordance with its general procurement rules following the termination of this Agreement, Customer acknowledges that all IPRs relating to the Via Solution and all of their derivative works and improvements remain the sole property of Via.

3.2 Customer Data. As between Customer and Via, all IPR in and to Customer Data are co-owned by Customer and Via. For the avoidance of doubt, Via may, and is hereby granted the right to, access, modify, and use the Customer Data, including for purposes of performing Via’s obligations under this Agreement and/or to improve its product and services offerings, including the Services. To the extent Customer Data includes Passenger information which is or may be deemed to be personally identifiable information or otherwise subject to special privacy or security protection at law or by regulation, as between Customer and Via hereunder, Customer is solely responsible for obtaining Riders’ consent to the collection and use of such information, including its onward transfer, in the manner required for Via and its agents to perform hereunder. Customer shall be solely responsible for displaying a privacy policy and terms of use to Riders and ensuring it contains terms that are both compliant with applicable law, and sufficient to permit Via and its agents to lawfully perform hereunder. Customer may not use Customer Data or any other data generated from the Service to reverse engineer the Via Solution or Via’s algorithms or share such data with Via’s competitors, in violation of its confidentiality obligations under Section 6.

3.3 Rights to Marks. As between them hereunder, each party is and shall continue to be the exclusive owner of all IPR in and to their respective Marks. To the extent the parties have agreed that one party requires the use of the other party’s Marks in connection with performance under an Order, including for the development of a co-branded version of an Application interface, such Order shall be deemed to contain a grant of license to such party’s Marks sufficient to allow full performance under such Order. In addition, Via shall have the right to use Customer’s Marks in accordance with Section 13. In the event that Customer uses Via’s Marks in a way that causes material reputational harm to Via’s brand, Via reserves the right to withdraw Customer’s use of the Via Marks from the Customer Transportation Service.

3.4 Independent Activities. The Customer acknowledges that Via is in the business of performing services similar to the Services for third parties and operating an on-demand transit service as its core business and that, subject to its confidentiality obligations hereunder, nothing herein prevents Via from continuing to engage in the performance of such services and related independent activities.

3.5 Further Assurances.

(a) Assignment. To the extent any IPR in or to the Via Solution vests in Customer, Customer hereby assigns to Via all such IPR and shall, at Via’s cost and expense, execute, acknowledge and deliver to Via such documents and shall take such actions as may reasonably be requested by Via to effect such assignment. To the extent any IPR in or to the Customer Data vests solely in Via, Via hereby assigns to Customer a right of co-ownership in and to all such IPR and shall, at Customer’s cost and expense, execute, acknowledge and deliver to Customer such documents and shall take such actions as may reasonably be requested by Customer to effect such assignment. Customer and each of Customer’s personnel hereby waives, and agrees not to assert, moral rights including the right of attribution and authorship or limitation on subsequent modification, that they may have in the Via Solution or Services or any derivative works and improvement thereto.

(b) Power of Attorney. If Via is for any reason whatsoever unable, after reasonable effort, to secure Customer’s signature on any application for patent, copyright, trademark, or other analogous registration or other documents regarding any legal protection for the Via Solution or its derivative works or

improvements, Customer hereby irrevocably designates and appoints Via and its duly authorized officers and agents as Customer's agent and attorney-in-fact, to act for and on Customer's behalf and stand to execute and file any such application or applications or other documents including separate deeds of assignment and to do all other lawfully permitted acts to further the prosecution and issuance of patent, copyright, or trademark registrations or any other legal protection thereon with the same legal force and effect as if executed by Customer.

4. FEES, TAXES, EXPENSES AND PAYMENTS.

The fees for Use Rights and/or Services purchased (the "Fees") together with the schedule of payments and any additional payment information are listed in each applicable Order. Unless otherwise stated in the Order, all Fees will be payable by Customer within thirty (30) days of receipt of invoice. Customer's obligation to pay under any one Order is not contingent on Customer entering into, or Via performing under, any other Order now or in the future. Fees do not include applicable taxes (including sales, use, value-added, or excise taxes) or government charges all of which are payable by Customer (excluding taxes on Via's income), nor do they include expenses Via may incur for Customer's direct benefit, which will be incurred in accordance with Customer's applicable expense-reimbursement policies, if so requested. Sales or value-added taxes or similar governmental charges associated with the provision of any Use Rights and/or Services (excluding taxes on Via's income) will be separately stated on the relevant invoice and shall be paid by Customer in accordance with this Section 4. If Via does not receive timely payment, Via may charge the maximum monthly interest allowed by law or one percent, whichever is greater, suspend Via's performance and seek cost of collection, including reasonable attorneys' fees. If Customer disputes invoiced amounts, Customer must submit disputes to Via in writing within ten (10) business days of the date the invoice originally was due, otherwise it will be final and non-refundable.

5. TERM AND TERMINATION.

5.1 Term; Duration of Right to Place Orders. The Customer's right to enter into Orders under these Terms and Conditions commences on the Effective Date and continues, unless earlier terminated pursuant to this Section 5 for so long as at least one Order remains continuously in effect (the "Term").

5.2 Termination. Customer may terminate this Agreement in its sole and absolute discretion, without cause, by giving ten (10) days' written notice to Via.

5.3 If an obligation under this Agreement or an Order is materially breached, the non-breaching party may provide written notice specifying the nature of the breach and the breaching party will have thirty (30) days from receipt of notice to cure. If not so cured, the non-breaching party may terminate the applicable Order or Orders affected by the breach by providing a second written notice of immediate termination. In addition, all Orders, including all Use Rights and/or Services under them, shall terminate automatically and immediately upon either party's insolvency or any attempt by either party to obtain protection from creditors or wind down operations, unless otherwise agreed by the opposing party in a written notice. If an Order is terminated by either party or expires pursuant to its terms, then Customer must pay any outstanding amounts due to Via, and all copies and embodiments of Via's Confidential Information (including the Applications) must be returned. Unless an Agreement is terminated by Customer under this Section 5 as a result of Via's uncured material breach, no expiration or termination of this Agreement will affect Customer's obligation to pay for Via's non-cancelable obligations to third parties on behalf of or benefitting Customer, including fees in respect of Third Party Content, all of which will remain due and payable by Customer in accordance with the terms of the applicable Order. The notification by either party of its intent to terminate this Agreement and/or any Orders does not relieve either party of any obligations that have accrued on or before the date on which termination becomes effective.

6. CONFIDENTIALITY AND DATA SECURITY.

6.1 Confidentiality.

(a) **Non-Disclosure Obligations.** Confidential Information may be provided or disclosed by one party (the "Disclosing Party") orally, in writing or in graphical, machine-readable or other form to the other party (the "Receiving Party"). The Receiving Party shall hold the Confidential Information in confidence and shall not make any use or disclosure of the Confidential Information to any individual or entity during the Term and thereafter without the express written consent of the Disclosing Party in each instance, except to the extent that those of the Receiving Party's employees, service providers, legal and

financial advisors, and individual independent contractors who are bound to substantially similar obligations of confidentiality as set forth herein and have a need to know the Confidential Information so disclosed. The Receiving Party shall handle all Confidential Information received with the same degree of care as it uses to maintain the confidentiality of its own confidential information, which shall in no event be less than reasonable care. As between the parties, all Confidential Information shall remain the sole and exclusive property of the Disclosing Party and other than the licenses expressly granted in this Agreement or another agreement between the parties, no disclosure or permitted use of the Confidential Information under this Agreement shall be construed as the grant of any right, title or interest, by license or otherwise, in or to the Confidential Information. The remedy at law for breach or threatened breach of this Section 6.1 shall be inadequate, and in addition to any other remedy available, the non-breaching party shall be entitled to seek injunctive relief. In the event that Customer receives a request for Via's Confidential Information, including this Agreement and the terms and conditions contained herein, under the Freedom of Information Act ("FOIA") or its state or local analogs, Customer agrees to provide Via timely notice of such a request and to assist Via in seeking to protect its Confidential Information under any applicable exemption for trade secrets, to the extent possible under Applicable Law.

(b) Exclusions. The Receiving Party shall have no obligation under Section 6.1 with respect to any Confidential Information disclosed to it which: (i) the Receiving Party can demonstrate was already known to it at the time of its receipt hereunder; (ii) is or becomes generally available to the public other than by means of breach of these Terms and Conditions or any other agreement any party may have with the Disclosing Party; (iii) is independently obtained from a third party (other than any authorized recipient) whose disclosure to the Receiving Party does not violate a duty of confidentiality and does not require further restrictions on such disclosure; or (iv) is independently developed by or on behalf of the Receiving Party without use of, reference to or reliance on any Confidential Information of the Disclosing Party, and such independent development can be reasonably evidenced by the Receiving Party. In addition, the Receiving Party may make disclosure of Confidential Information in a judicial, legislative, or administrative investigation or proceeding or to a government or other regulatory agency; provided that, to the extent permitted by, and practicable under, the circumstances, the Receiving Party shall provide to Disclosing Party prior written notice of the intended disclosure to enable the Disclosing Party the reasonable opportunity to contest or limit such disclosure or, if prior written notice is not permitted or practicable under the circumstances, prompt notice of such disclosure.

6.2 Data Security. The Via security program (the "Security Program") includes Via's use of: (a) industry-standard password protections, firewalls, and anti-spyware and malware protections to protect Customer Data; (b) access controls that restrict access to Customer Data on a "need-to know/access" basis; and (c) encryption, using industry-standard encryption tools when Customer Data is in transit over Via's own networks. Via shall (a) not delete or remove any proprietary notices or other notices contained within or relating to Customer Data, (b) not alter, store, copy, disclose or use Customer Data, except as necessary for the provision by Via of the Services under this Agreement or as otherwise expressly authorized by this Agreement, (c) preserve, so far as possible, the integrity of Customer Data and prevent any loss, disclosure, theft, manipulation or interception of Customer Data, (d) make secure back-up copies of Customer Data on such regular basis as is reasonable for the particular data concerned as instructed by Customer, and (e) promptly notify Customer if any of Customer Data is lost, becomes corrupted, is damaged or is deleted accidentally. To the extent Customer Data contains personally identifiable information, Via will comply with its obligations under applicable privacy laws. Via delivers the Services from an industry leading platform provided by Amazon Web Services, Inc., or "AWS." Via will consider using AWS servers in Customer's jurisdiction or a similar jurisdiction, if possible and if necessary or desirable for purposes of complying with applicable laws. AWS is responsible for protecting its own infrastructure from which the Via Solution is made available. As such, Via's Security Program applies only to the Applications themselves and those specific portions of the Services delivered from non-AWS facilities and infrastructure Via owns or controls. AWS does not permit Via, or any of its direct or down-stream customers, to visit the AWS data centers or offices but does provide several reports from third-party auditors who have verified their compliance with a variety of computer security standards and regulations all as detailed on the AWS compliance page located at <https://aws.amazon.com/compliance/>. Via passes through the benefits of AWS's security and compliance. Consequently, wherever an Order references facilities, equipment, or software that are the obligation of Via, those references relate only to Via's own facilities, equipment, and software, not those provided by AWS.

6.3 Specific Customer Obligations. Customer acknowledges that the back-end tools and data reporting platforms that are included within the Services include trade secrets and other Confidential Information of Via. Customer shall cause all individuals who receive log-in credentials from Via to such tools and platforms to keep such credentials confidential and not to share them with anyone else within Customer's

organization. Customer shall put in place information barriers and firewalls to ensure that, pursuant to its obligations under Section 6.1, Via's Confidential Information is not shared with any employees other than those who have a need to know such information, or with any Affiliates of Customers, or with any competitors of Via.

7. INDEMNIFICATION AND RELATED OBLIGATIONS.

Via will indemnify, defend and hold Customer harmless from amounts Customer owes to third parties as the result of either a ruling by a court of competent jurisdiction or a reasonable settlement entered into by Via that holds that the Via Solution provided to Customer under an Order or any component part thereof infringes or violates a third party's IPRs, other than in respect of patent infringements asserted by non-practicing entities or their affiliates. If the Applications are found to be infringing, or if at any time Via reasonably believes that the Via Solution may be subject to a claim of infringement, then Via may choose to: (a) modify the applicable portions of the Via Solution to be non-infringing; (b) obtain a license for Customer to continue using the infringing portions of the Via Solution; or (c) if neither of the foregoing is commercially practicable, terminate the applicable Order including any Use Rights and refund a pro-rata portion of any pre-paid fees Customer paid for the Via Solution. Via's indemnity obligations shall not apply to: (i) Customer's use of the Via Solution outside the scope of the Use Rights and/or their documentation; (ii) infringement arising from Customer Data and all Third Party Content directly licensed by Customer or any other materials not provided by Via; (iii) any infringement not reported by Customer in accordance with these Terms and Conditions (but only to the extent Via is actually prejudiced by Customer's delay or failure to report); or (iv) any modifications to the Via Solution made by any party (other than Via or Via's subcontractors or by Customer acting at Via's express direction). This Section 7 sets forth Customer's only remedy and Via's only liability with respect to infringement or other violations of intellectual property rights.

The Customer will indemnify, defend and hold Via harmless from all Losses arising out of or relating to any third party claim regarding Customer's use of the Via Solution, other than third-party claims regarding alleged infringement by the Via Solution of such third party's IPRs. The Customer's indemnity obligations shall not apply to claims resulting from Via's gross negligence or willful misconduct.

8. WARRANTIES; LIMITATION OF LIABILITY; INSURANCE.

8.1 Warranties. Via warrants that: (a) from the Effective Date until the expiry or termination of this Agreement, the Services will comply in all material respects with this Agreement and with the relevant Order or SOW; (b) the Services will be carried out in a competent and professional manner; (c) it has, and shall continue to have, all rights, consents and authorizations necessary to enable it to perform the Services in accordance with the provisions of this Agreement; (d) it has not included or used any open-source software in the Via Solution which would prevent the Customer from exercising the Use Rights over the Via Solution as contemplated by this Agreement or in any Order or SOW; (e) the Via Solution is free from Viruses that would substantially impair its operation; and (f) to Via's knowledge, there are currently no actions, suits or proceedings or regulatory investigations alleging the infringement of third-party IPRs by Via pending before any court or administrative body or arbitration tribunal that might adversely affect the ability of Via to meet and carry out its obligations under this Agreement. In the event the Services fail to perform as warranted in this Section 8.1, Via shall use commercially reasonable efforts to promptly correct any such failure of the Services

8.2 Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. OTHER THAN WITH RESPECT TO FEES PAID OR PAYABLE BY THE CUSTOMER, EACH PARTY'S TOTAL LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH THE AGREEMENT WILL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT EQUIVALENT TO THE FEES PAID OR PAYABLE TO VIA DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING ASSERTION OF THE CLAIM.

8.3 Data Breach Costs. If a material breach of Via's Security Program or its obligations under Section 6.2 hereof results in unauthorized access, use or possession of Customer Data containing personally identifiable information of Customers, Via shall be liable for Customer's Data Breach Costs up to an aggregate limit equal to the aggregate amount paid by Customer to Via hereunder, where "**Data Breach Costs**" means the cost and expenses of investigation and analysis (including by law firms and forensic firms), notification (including by mail house firms), offering and providing of credit monitoring or other remediation services, and any related call center or similar support activities required to be provided to the affected data subjects.

8.4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against, and reimburse the City for, any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, administrative and judicial proceedings and order, judgments, remedial action requirements, costs and expenses of every kind or nature, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and court costs ("**Claims**") arising directly from or out of (including any and all related costs and expenses), or resulting from Consultant's gross negligence or willful misconduct in the performance of its obligations under this Agreement; and/or Consultant's breach of this Agreement, except to the extent such Claim is caused solely by the active negligence or willful misconduct of the City. In this Section 8, "City" means the Customer, its officials, officers, agents, employees and volunteers; "Consultant" means Via, its employees, agents and subcontractors.

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

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

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

8.5.1 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.

8.5.2 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.

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

8.5.4 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.

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

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

8.6.2 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 in excess of the Consultant's insurance and shall not contribute with it.

8.7 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.

8.8 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.

8.9 Insurance Certificate. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement and, in any event, within five (5) days of such request.

8.10 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.

8.11 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.

8.12 Notwithstanding anything contained in this Agreement, the parties acknowledge that while Consultant's software may be used in connection with the City's operation of a transportation service, Consultant's auto liability coverage shall not apply to the operation of such service. Consultant shall have no liability to the City for any Transport Incident where "Transport Incident" means any accident, incident or other situation involving any rider or driver (including negligent, willful and/or criminal acts and omissions), any package, goods, meals or dry goods transported and/or handled by the City and/or any employee or agent of the City on behalf of the City and/or any rider, any device, vehicle or equipment employed by the City in the use, provision or servicing of such transportation service and/or any employee or agent of the City operating such vehicle, device or equipment or otherwise acting on behalf of the City (including the acts and omissions of such employees or agents while using the application or viewing or using any device from which the application is displayed).

9. REGULATORY COMPLIANCE.

9.1 Via's Obligations. Via shall at all times carry out and provide the Services in compliance with all Applicable Laws. For any change in the Services required by a change in Applicable Laws, Via shall mitigate the adverse effects of such change including minimization of increase in costs of the Services arising therefrom. Without prejudice to the rest of this Section 9, Via shall use commercially reasonable efforts to minimize any disruption caused by any changes in Applicable Laws introduced pursuant to this Section 9. The Customer acknowledges and agrees that the Services hereunder do not include, and neither party intends that they be construed as including, any legal, financial, tax or compliance advisory services with respect to Transport Incidents or the Transportation Laws.

9.2 Customer's Obligations. The Customer shall comply with all Applicable Laws. Customer shall monitor and identify changes in Applicable Laws (in any jurisdictions in which it operates the Customer Transportation Service) which would impact the use of the Services by the end-users and: (a) make such modifications to its internal processes and operations as it deems necessary to remain compliant with such change in Applicable Laws; and (b) promptly notify Via thereof so that the Customer Manager and Via Manager may discuss any changes to the Services required for on-going compliance. In addition to the preceding, as between Via and Customer, Customer shall be solely responsible for compliance with all Transportation Laws including as they relate to Transport Incidents and otherwise.

9.3 Export Laws. The parties do not intend to import or export products to one another or any third party under any Agreement. Neither party shall export or re-export the Via Solution to countries subject to U.S. government embargo (as designated by the Office of Foreign Asset Control of the Treasury Department) and persons listed on the prohibited persons list maintained by the Bureau of Industry and Security of the Department of Commerce.

9.4 Anti-Bribery Laws. The Parties shall comply with all applicable anti-bribery Applicable Laws in connection with their respective performance under this Agreement.

9.5 Consents; Permits. Via shall obtain all governmental registrations, licenses, permits, approvals and certifications required by Applicable Laws for the performance of the Services hereunder and shall pay all governmental fees associated therewith. Customer shall obtain all governmental registrations, licenses, permits, approvals and certifications required by Applicable Laws in connection with this Agreement (including each Order), as necessary to operate the Customer Transport Service, and shall pay all governmental fees associated therewith. Customer also shall obtain from its third party vendors, licensors, supply-chain partners, clients, customers, distributors or similar parties, any authorization or consent necessary for Via to access or utilize the goods, services (including software or other proprietary materials), property or facilities of such parties if necessary for Via's performance of the Services.

10. ASSIGNMENT.

Customer may not assign or transfer these Terms and Conditions, any Use Rights, and/or any Order unless Customer makes a request in writing in advance and Via consents in writing. Via may require Customer and the proposed assignee/transferee to agree to additional terms or pay additional fees. Any change of control of Customer shall be deemed to constitute a prohibited assignment for the purposes hereof.

11. NON-SOLICITATION.

During the Term and for twelve (12) months thereafter, Customer agrees that Customer shall not, and shall not direct, request, or seek to influence any of Customer's Affiliates to, directly or indirectly solicit, hire, or employ (including in any consulting capacity) any employee, officer, or director of Via or its Affiliates who performs services for Customer (or its Affiliates) or any person who served in any such capacity during the preceding six (6) months; provided that this Section 11 shall not prohibit general solicitation for employees through advertising and other similar means, if not directed at the employees, officers, or directors of Via or its Affiliates, or the hiring or employment of any person who responds to any such general solicitation.

12. DISPUTE RESOLUTION; GOVERNING LAW.

The laws of the State of California County of San Joaquin will govern this Agreement without regard to the principles of conflicts of laws. Except for either party's right, in connection with any matter involving any Agreement, to seek equitable or declaratory relief in any court of competent jurisdiction, all disputes not resolved informally by the parties shall be submitted for arbitration before a panel of three (3) arbitrators selected one each by the parties and one by the American Arbitration Association (the "AAA"), at least one of whom shall be an expert in the field of cloud-deployed software solutions. The arbitration shall be conducted in accordance with the provisions contained herein and in accordance with the Commercial Arbitration Rules of the AAA in effect at the time of the arbitration. A written notice of intent to arbitrate shall be provided by one party to the other party within a reasonable time after the dispute has arisen, and in no event shall such notice be provided after the date when institution of legal or equitable proceedings based on such dispute would be barred by the applicable statute of limitations. All arbitration shall be administered by the AAA and shall take place in New York, New York unless otherwise agreed to by the parties. All aspects of the arbitration including the result shall be treated as confidential and shall not be disclosed. The award of the arbitrators shall be binding and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction; provided, however, that the arbitrators shall not have the power to award: (a) punitive damages; or (b) damages in excess of the limitations set forth in Section 8 hereof.

13. MISCELLANEOUS.

These Terms and Conditions and each Order may be signed in separate counterparts deemed to be one instrument. The parties agree and acknowledge that signatures transmitted electronically, whether sent via facsimile or as attached files to electronic mail messages (e.g., in .pdf format), shall be acceptable to bind the parties. All notices must be sent by certified mail or overnight courier to the address specified for each party and deemed given three (3) business days after sending. The prevailing party in any dispute is entitled

to the recovery of reasonable legal fees and expenses. Failures in performance beyond a party's reasonable control are excused. Unenforceable provisions will be reformed to permit enforceability with maximum effect to the original intent. Waiver of a breach is not waiver of other or later breaches. Nothing in an Agreement is intended to create an agency, partnership, joint venture, or franchise between the parties and except as may be expressly stated in an Order, neither party has the authority to act in the name or on behalf of or otherwise to bind the other. In performing its obligations under this Agreement, each party is acting as an independent contractor of the other and is solely responsible for the supervision, daily direction, and control of its own employees and for the payment of their salaries and benefits and related compensation. Via may issue a press release or make other public announcements concerning these Terms and Conditions and/or Orders and may use Customer's Marks in its marketing materials and on its website in a manner consistent with Customer's communications policies (to the extent made available to Via) but in all events reasonably. Customer shall, upon Via's request, use commercially reasonable efforts to provide comments with respect to the collaboration hereunder that Via can quote in its press release. To the extent required by the licensors of Third Party Content Via provides, such licensors are the express, intended third-party beneficiaries of this Agreement. Except as expressly set forth herein, there are no other third-party beneficiaries of this Agreement.

14. COOPERATIVE PROCUREMENT.

To the extent permitted by applicable law and as additional consideration for this Contract, Via agrees to extend an option to purchase any Services covered under the Agreement under the same terms and conditions set forth herein, as well as any additional terms and conditions specific to their local requirements upon mutual agreement between the parties, to any other agency or municipality that has entered into a cooperative purchasing agreement or similar arrangement with Customer (collectively, such other agencies are referred to herein as "Contracting Members"). Each Contracting Member shall negotiate its own pricing terms and execute its own contract with Via.

15. ENTIRE AGREEMENT AND SURVIVAL.

These Terms and Conditions and each Order (including any SOW) are the entire Agreement between the parties with respect to the Via Solution and Services under them and supersede all previous or contemporaneous written and verbal agreements or proposals relating to the same subject matter, and cannot be modified except by written agreement referencing the specific provisions modified. Conflicts between these Terms and Conditions and an Order (including any SOW) with respect to amounts or timing of payments will be resolved in favor of the Order. All other conflicts will be resolved in favor of these Terms and Conditions, including in the event of a conflict with Customer's general conditions. If Customer's procurement processes require use of an internal purchase order neither it nor its terms shall supersede, replace, or amend this Agreement. Sections 3, 6.1, 7 and 8.2 each shall each survive expiration or termination of this Agreement.

16. DEFINITIONS

“**AAA**” is defined in Section 12.

“**Additional Services**” is defined in Section 2.2(b).

“**Affiliate**” means, with respect to any specified entity, any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the entity specified.

“**Agreement**” is defined in the preamble.

“**Applicable Law**” means (i) any statute, statutory instrument or any other legislative instrument having the force of law; and (ii) any applicable judgment of a relevant court of law which is a binding precedent, in each case in force at any time during the Term.

“**Application**” is defined in Section 2.

“**AWS**” is defined in Section 6.2.

“**Confidential Information**” means information, data or materials in either tangible or intangible form that are trade secrets of, or proprietary and confidential to the Disclosing Party or its clients or business partners, including as may be so designated by statute, regulation or common law including by the form of the Uniform Trade Secrets Act and privacy laws adopted under applicable law, or which are marked as “Confidential” or which, by their nature and the context of their disclosure, should reasonably be known to be confidential.

“**Control**” means, with respect to any entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities (or other ownership interest), by contract or otherwise.

“**Customer Data**” means all data that is input by or on behalf of Customer and/or Riders into the Via Solutions. Portions of the Customer Data may include personally identifiable information. For avoidance of doubt, Customer Data excludes the Via Solution itself and Via’s related IPR and Confidential Information and all derivative works and improvements to each of them. Customer Data also excludes de-identified, anonymized and/or aggregated data generated from the use of the Via Solution or created by Via.

“**Customer Infrastructure**” is defined in Section 1.2.

“**Customer Transportation Service**” is defined in Section 1.2.

“**Data Breach Costs**” is defined in Section 8.4.

“**Devices**” is defined in Section 2.

“**Disclosing Party**” is defined in Section 6.1(a).

“**Export Laws**” means the Export Administration Regulations, 15 C.F.R. §§730-774, the International Traffic in Arms Regulations, 22 C.F.R. Parts 120-130, and sanctions programs implemented by the Office of Foreign Assets Control of the U.S. Department of the Treasury and all similar laws or regulations in each applicable jurisdiction and any amendments or replacements therefor.

“**Fees**” is defined in Section 4.

“**Governance Process**” means the established and designated appropriate personnel, steering committees, oversight boards and related processes and procedures to ensure timely, fair and good faith governance and management of their performance under each Statement of Work including terms and conditions establishing a process to manage and control changes to the Services, all of which shall

be documented in one or more exhibits and attachments to each applicable Statement of Work.

“**IPR**” or Intellectual Property Rights (“**IPR**”) means rights in and in relation to Confidential Information, all right, title and interest in and including all registered designs, design rights, copyright rights and neighboring rights (including rights in elements of layout or design), database rights, algorithms, utility models, patent rights (including rights under all patent applications, patents, letters patent, supplementary patent certificates, inventor’s certificates, continued prosecution applications, reissues, continuations, continuations-in-part, divisions, substitutes, extensions, requests for continued examination, and other similar filings or stages thereof), rights in and in relation to inventions (whether or not patentable), domain names, trade marks, service marks, trade and business names, logos and trademark rights, as well as all proprietary rights (including trade secrets), Know How, and moral rights (including the rights of authorship and attribution and subsequent modification), all rights or forms of protection having an equivalent or similar nature anywhere in the world, whether enforceable, registered, unregistered or registrable (including, where applicable, all applications for registration) and whether or not evidenced by certificates, applications or registrations therefor, and whether granted provisionally or permanently, or upon initial issuance or upon reissue, re-examination, division, extension, in continuation, or in continuation-in-part, and at all times further including all goodwill associated with all such rights.

“**Know How**” means all unpatented, secret, substantial and identified know how, expertise, technical, operational or other information including all related ideas, concepts, methods, inventions, discoveries, data, formulae, processes, methods, techniques and specifications.

“**Losses**” means all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

“**Marks**” means any word, name, symbol, logo, font, or device or any combination thereof, used to identify and distinguish goods or services from another source, including trademarks (both registered and unregistered), domain names and trade dress.

“**Modifications**” means (in relation to the Via Solution) updates, upgrades, New Releases and modifications, and (in relation to Services) updates, enhancements, derivatives, improvements and translations to the Services, new Service features and versions and correction of errors in the Services.

“**New Release**” means any new version of the Via Solution which Via has developed or otherwise offers for sale in its usual course of business and which constitutes a product that is intended to replace the current version of the Via Solution

“**Order**” is defined in Section 1.3.

“**Riders**” is defined in Section 1.2.

“**Receiving Party**” is defined in Section 6.1(a).

“**Security Program**” is defined in Section 6.2.

“**Services**” is defined in Section 1.3.

“**Term**” is defined in Section 5.1.

“**Third Party Content**” is defined in Section 2.

“**Transport Incident**” is defined in Section 8.2.

“Transportation Laws” means any applicable law to which operators and owners of vehicles, employer of vehicle operators, and transportation service providers are required to adhere.

“Use Rights” is defined in Section 2.1(a).

“Via Solution” is defined in Section 1.1.

“Virus” means any thing or device (including any software, code, file or programme) which may: prevent, impair

or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

SIGNATURES OF THE PARTIES APPEAR ON THE IMMEDIATELY FOLLOWING PAGE.

SIGNATURE PAGE TO MASTER TERMS AND CONDITIONS FOR THE VIA SOLUTION AND SUPPORT SERVICES

IN WITNESS WHEREOF, the parties to these Master Terms and Conditions for the Via Solution and Support Services have caused them to be duly executed by their respective duly authorized representatives.

<p style="text-align: center;">VIA: <u>VIA MOBILITY LLC</u></p> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"> <small>Signed by:</small> <small>C7652978C824421...</small> </div> <p style="text-align: center;">_____ AUTHORIZED SIGNATURE</p> <p>Alex Lavoie</p> <p style="text-align: center;">_____ PRINTED NAME</p> <p>Manager</p> <p style="text-align: center;">_____ TITLE</p> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"> <small>Signed by:</small> <small>3B9747A798E245B...</small> </div> <p style="text-align: center;">_____ AUTHORIZED SIGNATURE</p> <p>Dillon Twombly</p> <p style="text-align: center;">_____ PRINTED NAME</p> <p>Manager</p> <p style="text-align: center;">_____ TITLE</p> <p>3/19/2025</p> <p style="text-align: center;">_____ DATE SIGNED</p>	<p style="text-align: center;">City of Tracy</p> <p style="text-align: center;">_____ AUTHORIZED SIGNATURE</p> <p style="text-align: center;">_____ DANIEL ARRIOLA MAYOR</p> <p style="text-align: center;">_____ NECY LOPEZ ACTING CITY CLERK</p> <p style="text-align: center;">_____ </p> <p style="text-align: center;">_____ </p>
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CUSTOMER LEGAL NAME	CITY OF TRACY
CUSTOMER PRINCIPAL BUSINESS ADDRESS	333 CIVIC CENTER PLAZA TRACY, CA 95376
CUSTOMER STATE OF INCORPORATION	CALIFORNIA
CUSTOMER CONTACT INFORMATION FOR NOTICES	ED LOVELL TRANSIT MANAGER ED.LOVELL@CITYOFTRACY.ORG

CITY OF TRACY DEPLOYMENT SERVICE ORDER

By this service order (the “**Order**”), Via Mobility LLC, a Delaware company with its principal office located at 114 5th Ave., Floor 17, New York, New York 10011 (“**Via**”), and the customer identified below (“**Customer**”) agree to collaborate towards the operation by Customer of the deployment (the “**Deployment**”) in Tracy, CA.

<p>Customer Name: City of Tracy</p> <p>Customer Entity Type / State of Incorporation: City/California</p>	<p>Customer Notice Address: Tracy Transit Station</p> <p>50 E. 6th Street Tracy, CA 95376</p> <p>Customer Email: Ed.Lovell@cityoftracy.org</p>
<p>Term: The duration of the Deployment shall last until the last day of the calendar month during which a period of sixty (60) months following Launch expires, subject to extension by mutual agreement of the parties on terms to be agreed (including any increase in monthly fees for additional months).</p>	
<p>Services: Customer will receive access to the standard Via Solution and automatic software updates, comprised of:</p> <ul style="list-style-type: none"> (a) Fully localized proprietary routing and matching algorithms that analyze all trip requests, assign riders dynamically to the best-suited vehicle, and group passengers headed in the same direction into efficient shared rides powered by Via’s patented technology; (b) Downloadable iOS and Android rider apps that allow customers to book rides, track vehicles in real time, and pay for trips; (c) Downloadable driver app that provides efficient turn-by-turn directions and updates dynamically in real-time based on schedule changes; (d) Access to the Via Operations Console (“VOC”), which allows administrators to perform a variety of functions, including booking trips, checking trip details, adjusting account information, and providing customer support, and accessing reports, as provided for in Appendix 1; (e) Access to the data reporting set out in Appendix 1, made available via the VOC. 	
<p>Support Services – Installation. Via provides installation support for up to four weeks after the Deployment begins serving Riders , consisting of:</p> <ul style="list-style-type: none"> (a) Localization for the Deployment Zone (defined below), including optimizing the algorithm, configuring back-end, and defining acceptable pick-up and drop off points; (b) Testing and quality assurance; (c) Helping Customer to build a launch plan and rider acquisition strategy; and (d) Instruction for drivers, dispatchers, and managers on Via’s best practices as remote launch support 	
<p>Support Services – Ongoing. The following services are included in the fees up to the number of hours per month identified below:</p> <ul style="list-style-type: none"> (a) Operational support and system adjustments: Includes algorithm adjustments and changes to virtual bus stops / pickup points at request of Customer: <i>up to 10 hours per month</i> (b) Expert consulting: <i>up to 5 hours per month</i> <ul style="list-style-type: none"> ● Marketing and growth: help setting up complex promotions, review and assistance for third party tools that can integrate into Via’s tech ● Operations: Including supply optimization analysis, payment & fraud investigation, and business case/unit economics analysis ● Service expansion: Including feasibility analysis for service expansions or additional projects (c) Tech Support: Dedicated Via point of contact will use commercially reasonable efforts to respond within one business day for non-critical issues (upon receipt of a detailed description of the issue as requested by Via) and to ensure that assistance is provided within a reasonable time frame. Via will also provide Customer with an appropriate channel for alerting Via to system outages or other critical issues, with respect to which Via will provide emergency assistance. <p><i>Via will notify Customer if Customer is within 1 hour of exceeding the capped hourly limit on Operational Support and System Adjustments and/or Consulting Services. If requested, hours beyond those set out above will be charged on an hourly rate.</i></p>	
<ul style="list-style-type: none"> (d) Additional Services. Via can provide optional add-on services, including consulting, web-based booking portal, fixed route referral, live agent support, multi-modal or third party trip planner integrations, media and advertising services, marketing support, or access to our Remix® transit planning software for an additional fee. More details available upon request. 	

Customer Responsibilities.

- (a) **General.** Customer will operate and manage the Deployment as set forth in the Terms, Customer shall cooperate with Via as necessary for the purpose of setting up the Deployment and its specifications, including by providing prompt feedback to Via’s inquiries and providing local insights, in order to meet mutually agreed upon deadlines.
- (b) **Launch.** Within one week of signing this Order, the Parties will mutually agree on the targeted launch date of the Deployment (“**Launch**”). Launch shall be no fewer than 12 weeks following execution of this Order. In the event that the Launch date is moved at Customer’s request or delayed due to Customer’s inaction, Customer will be charged a Technology Fee (as defined in Section “Fees” below) to accommodate hosting and other direct IT costs.
- (c) **Zone:** Customer and Via will agree at least three months prior to launch on the exact geographical scope for the Deployment zone (“**Deployment Zone**”). Any changes or expansions to the Deployment Zone may result in additional fees.
- (d) **Support Requests.** At the start of the project, Via will direct Customer towards the relevant CRM tools to log requests. In order to trigger a Product Maintenance request, requests for product maintenance must contain detailed information about the nature of the request. Requests for additional features may be subject to additional fees.
- (e) **Payment Processing.** The fees set forth above do not include any owed to the third party payment processor. Via will facilitate an introduction to its recommended payment processor and Customer is responsible for entering an agreement with such payment processor in order to be able to process credit card payments.

Fees.

Customer shall pay Via the following Fees for the Term:

Fee Category	Amount	Invoicing Terms
Installation Fee	\$15,769	Payable upon signing of this Order
Remix Transit Planning License	\$0	Five (5) year free trial*
Minimum Annual Fee	<ul style="list-style-type: none"> ● Year 1: \$21,600 ● Year 2: \$21,625 ● Year 3: \$22,915 ● Year 4: \$23,603 ● Year 5: \$24,311 calculated based on a minimum of 6 active vehicles per calendar month	Payable upon signing of this Order and annually thereafter on the anniversary of the Launch Date
Incremental Monthly Fee	If the number of active vehicles in service exceeds the minimum in any given month, the “Incremental Monthly Fee” shall be calculated as follows: <ul style="list-style-type: none"> ● Year 1: \$300 per active vehicle per calendar month for vehicles 7+ ● Year 2: \$309 per active vehicle per calendar month for vehicles 7+ ● Year 3: \$318 per active vehicle per calendar month for vehicles 7+ ● Year 4: \$328 per active vehicle per calendar month for vehicles 7+ ● Year 5: \$338 per active vehicle per calendar month for vehicles 7+ 	Invoiced for a given month at the beginning of the following month with payment due with net 30 payment terms
Total Fee (5 Year Term)	\$129,824 assuming 6 vehicles (excluding Incremental Monthly Fees and Fees for any Additional Services)	
Total NTE (5 Year Term)	\$175,184 assuming 8 vehicles (excluding Fees for any Additional Services)	

1. *Installation and Minimum Annual Fees: The Customer agrees to pay the Installation Fee and Minimum Annual Fee (as set out in the table above) upon signing of this Order, with payment due in accordance with the Terms. In subsequent years, the Minimum Annual Fee shall be payable annually on the anniversary of the Launch Date.*

- 2. **Incremental Monthly Fee:** In the event that more than 6 vehicles are used during a given calendar month, Via will calculate Incremental Monthly Fees and provide Customer with an invoice based on the actual number of active vehicles used during the previous month. Customer shall be responsible for paying the Incremental Monthly Fee within 30 days of the date of such invoice.

The Customer agrees that the sample invoice set out in Appendix 2 is satisfactory to Customer, both in substance and format. Via shall calculate the Fees due. For the avoidance of doubt, (i) the number of vehicles per month for purposes of the above fees shall be the maximum number of distinct vehicles input by Customer that use the Via Solution on any given day over the course of the applicable calendar month and (ii) in the event the duration of the Deployment does not exactly match calendar months, monthly fees will be prorated for the first and/or last calendar months of the Deployment, as applicable, so that Customer will only be charged for the portion of such months during which the Via Solution was available to be used for the Deployment.

Customer shall reimburse all travel expenses of Via personnel for purposes of the Deployment. Installation-related services described above will initially be performed remotely, and if Via deems it necessary, in person by Via personnel for a limited period around launch. Thereafter, services will continue to be performed remotely as applicable, provided that Via personnel can be sent to Customer's location for additional trips upon reasonable request. Twilio. Price includes our generic package for Twilio cost for 4 SMS notifications and 1.25 minutes of Twilio voice time per ride, at a maximum of \$0.06 per ride on average for all rides completed within each calendar month. Any costs associated with Twilio in excess of \$0.06 per ride will be billed to the Customer as at cost plus 10% on a monthly basis

Launch Delay. If the Launch Date is delayed for more than a calendar month by Customer for any reason, Customer shall be responsible for paying Via for a \$1,500 monthly technology fee for the cost of maintaining the technology infrastructure for Customer's deployment during the period of delay (the "**Technology Fee**"). The Technology Fee shall be payable monthly at the beginning of the month in which it is incurred. In the event that the duration of the delay does not exactly match calendar months, the Technology Fee will be prorated for the relevant month in which Launch occurred.

*The parties agree that access to the Remix free trial shall be subject to Remix's terms of use set forth at <https://www.remix.com/service-terms>.

Branding. The Deployment will be branded as City of Tracy powered by Via. The "powered by Via" banner must be used only in the exact format provided by Via, and will be prominent on all assets promoting the Deployment, including (but not limited to) printed collateral, digital materials, websites, and any vehicle wraps. The "powered by Via" banner will have equal prominence on all marketing materials to any additional partner logos or trademarks. Via may provide pre-approved brand assets and guidelines that must be complied with in all marketing communications distributed by the Customer.

This order shall be governed by the terms and conditions set forth in the MASTER TERMS AND CONDITIONS FOR THE VIA SOLUTION AND SUPPORT SERVICES between the Parties, dated as of _____ (the "Terms"). Terms used herein and not otherwise defined shall have the meaning set forth in the Terms. By signing below, the parties agree to the Terms.

VIA MOBILITY LLC

By: 
Signed by:
C7652978C824421...
 Name: Alex Lavoie

Title: Manager

By: 
Signed by:
3D9717A739E245B...
 Name: Dillon Twombly

Title: Manager

Date: 3/19/2025

CITY OF TRACY

By:
 Name: DANIEL ARRIOLA

Title: Mayor

Date:

Appendix 1 to Service Order

VOC use and Data Sharing

Authorized Users

The below exhibit sets forth the members of the Customer’s “Core Team” of personnel who are designated authorized users of the VOC including access to the data detailed below (the “**Core Team**”). Access to the VOC is conditional upon Customer notifying Via with reasonable advance notice of the name, title, email address and any other details Via may reasonably require of the members of the Customer Core Team. The Core Team may be updated during the Term subject to Via’s consent.

Exhibit 1.

Core Team	
Title	Name
[Customer to provide details no later than one month prior to Launch]	[Customer to provide details no later than one month prior to Launch]

Customer Core Team will be granted suitable permissions to allow them to manage and authorize access of additional Customer personnel as secondary users (“**Secondary Users**”) to the VOC. All Core Team and Secondary Users will be subject to Customer’s confidentiality and non-disclosure obligations, as described in the Terms. For the avoidance of any doubt, Customer’s Core Team responsibility includes granting permissions to Secondary Users only to the extent such permission is needed for the Customer’s operation of the Deployment and in compliance with applicable privacy legislation, and removing any Secondary User access once it is no longer needed. Via retains the right to deny or revoke any Core Team or Secondary User access if Via suspects that such access may be causing or have caused a breach of the Terms, or any user guidance Via issues from time to time.

Authorized Operators

Customer may not provide access to the Via Solution to any third party except with Via’s prior written consent. In the event that Customer wishes to engage a third-party operator (“**Operator**”) to operate the Deployment, Customer shall provide Via a copy of an Operator Acknowledgement Form in the form required by Via, duly executed by such Operator, as a prerequisite for Via’s allowing the Operator access to the Via Solution. For the avoidance of doubt, no Operator will be allowed access to the Via Solution without having signed the Operator Acknowledgement Form. Customer Core Team will be responsible for grant of VOC permissions to the Operator’s team, which will be considered Secondary Users for all purposes. As between Customer and Via, Customer shall remain responsible for acts and omissions of any Operator as it relates to Operator's access to the Via Solution.

Data Sharing Plan

As part of the Deployment, and as detailed below, Via will make access to data available to members of the Customer’s Core Team, and any above-authorized Customer’s Secondary User(s) and/or Operator(s), for the purpose of research and program evaluation for the duration of the Term. The data will be accessible in the VOC, and may not be shared through any other method unless otherwise authorized in writing by Via. Any and all data made available under this Order are trade secrets of Via, and subject to the confidentiality and other protective provisions set forth in the Terms at all times. Customer may not share any such data with anyone not authorized in accordance with this Appendix 1.

To protect Via’s Intellectual Property Rights and the privacy of riders, Via will provide the following data tables and dashboards in the form of aggregated reports and data tables to Customer through VOC:

- Service KPI Dashboards: Visualized dashboards and graphs of Key Performance Indicators. These dashboards provide a high level view of the overall service performance across a number of metrics and periods of time. Dashboards are available for download as .jpeg files or in raw form as excel spreadsheets.
- Data Generator: Set of tables with granular raw data about the service that are available for download as excel or csv spreadsheets.

The reports will be refreshed daily. The reports are aggregated and any information about individual riders is de-identified. [Additional off-the-shelf reporting may be made available to Customer upon request at Via’s discretion. Custom reports will need to be scoped and may come at additional cost.]

SERVICE KPI DASHBOARD	
Dashboard	Report Metrics
Service Operations Metrics & Graphs	<ul style="list-style-type: none"> ● Total ride requests ● Requests during service hours ● Met Demand ● Met Demand Rate ● Completed rides ● Completed Rides Rate ● Detailed Ride Requests Status ● Active Riders ● Driver Hours ● Utilization
Rider Experience Metrics & Graphs	<ul style="list-style-type: none"> ● Average Ride Duration ● Average Ride Rating ● Average Pickup Walking Distance (<i>corner-to-corner services only</i>) ● Aggregation Rate ● Average ETA ● Dropoff Time Requested vs. Scheduled* ● Dropoff Time Scheduled vs. Actual* ● Pickup Time Requested vs. Scheduled* ● Pickup Time Scheduled vs. Actual* <p><i>*Pre-booked rides only</i></p>
Rider Growth Metrics & Graphs	<ul style="list-style-type: none"> ● Accounts Created ● Active Riders ● Total Riders Who Requested a Ride ● Total Riders Who Completed a Ride ● Completed Rides Per Rider
Ride Rating Metrics and Graphs	<ul style="list-style-type: none"> ● Avg. Ride Rating ● Total Bookings with Ratings ● Percent Bookings with Ratings ● Total Five Star Ratings ● Percent Five Star Ratings ● Label per Rating ● Rating Distribution
Advanced Prebooking	<ul style="list-style-type: none"> ● Request Source ● Recurring Type ● Hours Booked in Advance

Metrics & Graphs <i>(prebooking only)</i>	<ul style="list-style-type: none"> ● Hours Canceled in Advance
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DATA GENERATOR	
Table	Data Columns
Ride Request Table	<ul style="list-style-type: none"> ● Request Creation Date & Time ● Request ID ● Request Status ● Rider ID ● Wheelchair Accessible ● Booking Method ● Number of Passengers ● Booking type <i>(PB+OD only)</i> ● Origin Address ● Origin Lat + Long ● Destination Address ● Destination Lat + Long ● Actual Pickup Time ● Cancellation Time ● No Show Time ● Ride Price ● Ride Distance ● Ride Duration (min) ● Ride Rating
Rider Activities Table	<ul style="list-style-type: none"> ● Rider ID ● Account Creation Date ● Total Requests ● Total Completed Rides ● Total Cancellations ● Total No Shows

<p>Drivers Table</p>	<ul style="list-style-type: none"> ● Drive ID ● Driver Name ● Driver Email ● Active Status ● Total Shift Hours ● Avg. Shift Hours Per Day ● Avg. Shift Hours From First Assignment Per Day ● Avg. Break Hours Per Day ● Total Accepted Rides ● Avg. Rating From Riders
<p>Vehicles Table</p>	<ul style="list-style-type: none"> ● Vehicle ID ● Active Status ● Visual ID ● Short Visual Identifier ● Maker ● Color ● Vehicle Capacity ● Max Capacity ● Wheelchair Capacity
<p>NTD S-10 Report <i>Available upon request for required reporting to the FTA. (United States only)</i></p>	<ul style="list-style-type: none"> ● Service Date ● Day of the Week ● Vehicles Operated in Maximum Service (VOMS) ● Actual Vehicle Hours ● Actual Vehicle Miles ● Vehicle Revenue Hours ● Vehicle Revenue Miles ● Unlinked Passenger Trips ● Passenger Miles Traveled

Appendix 2 to the Service Order
Sample Invoice

CONFIDENTIAL



Via Mobility LLC.
114 5th Ave, Floor 17
New York NY 10011 United States

Invoice

Date
Invoice #

Terms
Due Date
PO #
Billing Period

Net 30

Bill To
[Partner] [Address]

Description	Rate	Quantity	Amount
Vehicle Fees			
Tax Code Summary		Total	

Please make checks payable to:

P.O. Box 7410493
Chicago, IL 60674-0493

Wire Instructions:

Bank of America, N.A.
222 Broadway,
New York, NY 10038
Wire Routing # - 026009593

ACH Routing # - 021000322

Account # - 483065995955

Swift Code - BOFAUS3N

Agenda Item 1.E

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution approving a Purchase Agreement for information technology goods, commodities, and ancillary services with SHI International Corp., utilizing OMNIA Partners cooperative purchase for a not to exceed amount of \$500,000 per calendar year and the term ending on July 1, 2034.

EXECUTIVE SUMMARY

This agenda item seeks adoption of a resolution approving a Purchase Agreement with SHI International Corp. (SHI) which is obtained by using OMNIA Cooperative Purchasing Agreement. The terms of the contract would be in addition to the terms set forth by Contract #2024056-02 between Mesa, AZ (OMNIA Partners) and SHI.

OMNIA Partners (OMNIA) is a contracting agency that serves education and government agencies nationally through competitively bid and award contract and purchasing solutions. The City of Tracy is an established customer with OMNIA and is authorized to make purchases using the OMNIA cooperative purchasing agreements, per Tracy Municipal Code, section 2.20.220. The OMNIA cooperative agreement #2024056-02 pertains to SHI, a distinguished company renowned as a premier provider of software, hardware, and services utilized by the City of Tracy.

Leveraging the competitive pricing offered through this agreement empowers the City to procure technology at optimal rates. Adoption of this resolution to utilize this cooperative purchase agreement does not entail any commitment to make a purchase, and it carries no budgetary implications. Additionally, it streamlines operations for staff by reducing the need for extensive staff reports, contract routings, and requests for quotes, thereby benefiting multiple departments, including Police, Parks, Public Works and Innovation and Technology, citywide. In the past staff has routinely made purchases from SHI and this is a vendor in good standing.

Importantly, this request carries no additional budgetary implications. Each purchase made under this contract remains subject to the department-specific budgetary authority granted by the City Council through the annual fiscal year budgetary approval process.

BACKGROUND AND LEGISLATIVE HISTORY

The Innovation and Technology (IT) Department supports more than 750 digital computers (Table 1), printers, servers, mobile devices on a large and complex wired and wireless secure computer data network. This includes equipment specific in the Police Vehicles and specialized devices for the Investigations unit to support the needs of the Police Department. Also, multi-media services and public access through Channel 26 require technology platforms that are reliable and accessible to the public and that require regular maintenance and replacement to ensure reliable service delivery. Each year due to the rising number of employees within the organization, rising cost, and additional software features the cost for technology purchases increases.

Utilizing a competitive cooperative agreement from a reputable vendor for routine purchases ensures cost effective pricing and the timely availability of technology that meet the City's needs.

ANALYSIS

The City has a large computer infrastructure network, that connects the various remote sites throughout the City, which includes the Grand Theatre, Animal Shelter, Wastewater and Water Treatment Plants, the Airport, Transit Station, Community Center, etc. The data center in City Hall is the hub of this network. This network uses approximately 200 network devices (Table 1) and software to support this equipment. This infrastructure is what allows users access to email, software applications (Word, Excel, Computer-Aided Dispatch, Records Management Systems, etc.), network drives, the Internet, private and public Wi-Fi, VoIP phones, and all other hosted services.

It is crucial to replace hardware at the end of its economic life and to consistently apply software updates and patches to guarantee dependable operations and maintain a robust level of cybersecurity to allow the network to function reliably and with the proper cyber security tools.

TABLE 1 – Equipment summary

Equipment	2021/22	2022/23	2023/24
MDC's (Police mobile computers)	64	68	75
Citywide Computers	501	603	635
iPads	107	130	140
Desk Phones	454	779	800
Network Equipment	192	202	212

(Table 1 can be found on page 110 of the Tracy Digital Budget Book)

The current investment by the City in desktops, laptops, server equipment, and network infrastructure is a significant investment in assets. Scheduled replacements are determined based on the age and condition of the equipment, tracked through the City's IT asset inventory system. The equipment refresh strategy follows a five-year life cycle on average, resulting in the replacement of approximately one fifth of the equipment each year. The annual replacement cost varies, particularly when high-value components like internet Firewalls need refreshing.

In addition to traditional infrastructure, the City embraces cloud-based software solutions such as Outlook for email and cloud data storage for files and backups. Maintenance of software applications is ensured through agreements with vendors, covering version upgrades, patches, and support to address any problems or issues arising with the equipment or software.

The City has used SHI for the purchase of various products and services in the past years with good results. SHI is a vendor in good standing with the City. SHI provides the lowest price in a large number of technology purchases. Expectations indicate a gradual increase in technology purchases, driven by the City's expanding user count (and subsequent software license needs), a rising reliance on cloud storage and services, and the associated costs of these services.

Authorizing the use of this cooperative agreement will allow the City to procure products and services in a timely manner and to take advantage of the significant discounts in this agreement, as well as create efficiencies for staff in terms of fewer staff reports, contract routings, and requests for quotes, which impacts multiple departments across the City.

FISCAL IMPACT

The proposed purchase with SHI for routine Technology purchases has been approved in the 2024-2025 Fiscal Year budget and will be part of the budget request for Fiscal Year 2025-2026.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution approving a Purchase Agreement for information technology goods, commodities, and ancillary services with SHI International Corp., utilizing OMNIA Partners cooperative purchase for a not to exceed amount of \$500,000 per calendar year and the term ending on July 1, 2034.

Prepared by: Norbert Ruijling, Chief Innovation Officer

Reviewed by: Sara Castro, Director of Finance
Arturo Sanchez, Assistant City Manager
Andrew Shen, Interim City Attorney

Approved by: Karin Schnaider, Assistant City Manager

Attachments:

Attachment A General Services Agreement
Attachment B OMNIA Partners Agreement Contract #2024056-02

City of Mesa

Contract # 2024056-02

for

Information Technology Solutions Products and Services

with

SHI International

Effective: July 2, 2024

The following documents comprise the executed contract between the City of Mesa, and SHI International effective July 2, 2024:

- I. City of Mesa/SHI Signed Contract
- II. Supplier's Response to the RFP, incorporated by reference
 - a. OMNIA Partners



AGREEMENT PURSUANT TO SOLICITATION

**CITY OF MESA AGREEMENT NUMBER 2024056
INFORMATION TECHNOLOGY SOLUTIONS PRODUCTS AND SERVICES**

CITY OF MESA, Arizona ("City")

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466 Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 450 Mesa, AZ 85201
Attention	Ted Stallings Procurement Officer II
E-Mail	Ted.Stallings@MesaAZ.org
Phone	(480) 644-2815

With a copy to: City of Mesa – DoIT
Attn: Suzanne Alberts

AND

SHI INTERNATIONAL CORP., ("Contractor")

Mailing Address	290 Davidson Avenue Somerset, NJ 08873
Remit to Address	Post Office Box 952121 Dallas, TX 852121
Attention	Amelia Jakubczyk
E-Mail	amelia_jakubczyk@shi.com
Phone	303-882-8012
Attention	Victoria Lewkowitz
E-Mail	victoria_lewkowitz@shi.com
Phone	650-483-9333

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to Solicitation ("Agreement") is entered into this 2nd day of July, 2024, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and SHI International Corp, a(n) New Jersey State corporation/company/natural person ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

- A. The City issued Solicitation number **2024056** ("Solicitation") for **INFORMATION TECHNOLOGY SOLUTIONS PRODUCTS AND SERVICES**, to which Contractor provided a response ("Response"); and
- B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.
- C. "Services" means the resale services provided by Contractor under this Agreement; i.e. sourcing and fulfilling the Product and/or providing deliverables identified in an Order.
- D. "Products" means collectively third-party software, computer peripherals, computer hardware, and associated IT services provided by third parties or Contractor, as the case may be.
- E. "Order" means the form of purchase order or other document used for the purpose of ordering Product and/or deliverables pursuant to this Agreement. Order shall also include a phone order or on-line order placed by the City employee to Contractor utilizing the City's corporate procurement card or the City's written or electronic form of purchase requisition.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. **Term**. This Agreement is for a term beginning on **July 2, 2024** and ending on **July 1, 2028**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.
 - 1.1 **Renewals**. On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of six (6) years. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately before the expiration of the then-current term.
 - 1.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days before the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately before the expiration of the then-current term.
 - 1.3 **Delivery**. Delivery shall be made to the location(s) contained in the Scope of Work within thirty (30) days after receipt of an Order. Contractor agrees to deliver all Products to the desktop of the ordering customer be delivered F.O.B. destination, freight pre-paid and allowed to various locations throughout the City. The City of Mesa shall be responsible for extra incurred fees for expedited shipping or other special delivery requirements. In many cases within the City, the Contractor may be asked to deliver all goods to the front counter within a given department; this is a City requirement and other participating agencies who utilize this Agreement as a cooperative contract (see **Exhibit C**, Mesa Standard Terms & Conditions) may have other delivery requirements.

2. **Scope of Work.** The Contractor will provide the necessary staff, services, and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("**Scope of Work**") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Contractor shall perform in accordance with all terms, conditions, specifications, and other requirements set forth within the Solicitation and Response unless modified herein.

3. **Orders.** Orders must be placed with the Contractor by either a: (i) Purchase Order when for a one- time purchase; (ii) notice to proceed, or (iii) Delivery Order off a Master Agreement for a requirements contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place Orders as permitted under this Agreement. The terms and conditions on any order form, quote, or similar document provided by Contractor to the City will not take precedence over the language set forth in this Agreement or any of the documents outlined in Section 4 below.
4. **Document Order of Precedence.** In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order.
 - a. Amendments to the Agreement
 - b. Agreement
 - c. Exhibits
 1. Mesa Standard Terms & Conditions
 2. Pricing (Exhibit B)
 3. Scope of Work (Exhibit A)
 4. Other Exhibits not listed above
 - d. Solicitation including any addenda
 - e. Contractor Response

5. **Payment.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("**Pricing**") in consideration of Contractor's performance of the Scope of Work during the Term.
6. **Pricing.** Contractor's pricing shall be in the format of a minimum percentage discount off a verifiable price index. Contractor may submit discounts for various manufacturers. At the time of purchase, Contractor may offer deeper discounts beyond the discounted price list, based on volume or other factors, as applicable. Minimum discounts will remain firm during the entirety of the Term of the Agreement, unless the Contractor requests to increase its discount percentage, and will include all charges that may be incurred in fulfilling requirement(s). In addition to decreasing prices for the balance of the Term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. In the event a Product is discontinued, Contractor will provide a Product of the same or greater functionality, utilizing the discount structure.

It is the Contractor's Responsibility to provide the City with an up-to-date price list for the duration of the Agreement.

- 6.1 **Prices.** All pricing discounts shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and will include all costs of the Contractor providing the Products/Service including transportation and insurance costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Contractor further agrees that any reductions in the price of the Products or Services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Services Division.

- 6.2 Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this section. Requests for adjustment in cost of labor and/or Products must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the Services/Products under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change for reasonable price adjustments must be submitted in accordance with this Section 5.3. Requests for adjustment in the cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustments in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the sixty (60) day period prior to expiration date of the then-current term of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the **Consumer Price Index for All Urban Consumers** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

- 6.3 Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the Parties. Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in Subsection 6.2. There is no guarantee the City will accept a price adjustment.

- 6.4 Invoices.** Payment will be made to Contractor following the City's receipt of a properly completed invoice. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the Service or Product from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

- 6.4.1 Contractor name, address, and contact information;
- 6.4.2 City billing information;
- 6.4.3 City contract number as listed on the first page of the Agreement;
- 6.4.4 Invoice number and date;
- 6.4.5 Payment terms;
- 6.4.6 Date of Services or delivery of Product;
- 6.4.7 Description of materials or services provided;
- 6.4.8 If product provided, the quantity delivered and pricing of each unit;
- 6.4.9 Applicable Taxes;
- 6.4.10 If applicable, mileage or travel costs; and
- 6.4.11 Total amount due.

- 6.5 Payment of Funds.** Contractor Contractor acknowledges the City may, at its option and where available use a Procurement Cardle-Payables to make payment for orders under the Agreement; otherwise, payment will be through a traditional method of a check or Electronic Funds Transfer (EFT) as available.

6.6 Disallowed Costs, Overpayment. If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for Products/Service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

7 Insurance.

7.1 Contractor must obtain and maintain at its expense throughout the Term of the Agreement, at a minimum, the types and amounts of insurance set forth in this Section 7 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the Products/Service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

7.2 Nothing in this Section 7 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement. The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.

7.3 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the Term of the Agreement.

7.4 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.

7.5 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.

7.6 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor where permitted by law.

7.7 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.

7.8 **Types and Amounts of Insurance.** Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:

7.8.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.

7.8.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For Commercial General Liability insurance,

the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

7.8.3 Automobile liability, bodily injury and property damage with a limit of \$1 million per occurrence including owned, hired and non-owned autos.

8. **Requirements Contract.** Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. If the City cancels a purchase order following shipment of the Products but prior to delivery, the City shall pay all freight and handling charges for shipment and return shipment of such Products to Contractor. All returns shall be made in accordance with Contractor's Return Policy found at www.shi.com/returnpolicy and this Agreement, with the terms of this Agreement controlling. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of Product, or performance of Services. The City reserves the right to purchase contracted items through other sources if determined in the best interests of the City to do so.
9. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor at the address listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that are attached to the Agreement as **Exhibit C**.
10. **WARRANTY.** Contractor warrants that the Services and Products will conform to the requirements of the Agreement. Additionally, Contractor warrants that all Services will be performed in a good, workman-like and professional manner. The City's acceptance of Services or Products provided by Contractor will not relieve Contractor from its obligations under this warranty. If any Products or Services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide Products or redo such Services until in accordance with this Agreement and to the City's reasonable satisfaction.
11. **OEM PRODUCT WARRANTY.** Contractor is a value-added reseller ("**VAR**") of Products, not the Original Equipment Manufacturer ("**OEM**") or licensor, and, except as provided herein, Contractor disclaims any warranty responsibility regarding warranties provided by the OEM for the Products provided under this Agreement ("**OEM Product Warranty**"). Contractor shall forward the OEM Product Warranties to the City which are provided to Contractor from the OEM of the Product and, to the extent granted by the OEM, the City shall be the beneficiary of the OEM's Product Warranties with respect to the Product. Contractor is not a party to any such terms of the OEM Product Warranty between the City and OEM and the City agrees to look to the OEM for satisfaction of any and all OEM Product Warranty claims related to that OEM's Product.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY OEM PRODUCT WARRANTY.

12. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:
 - a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;
 - b. Performance of the Services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;

- c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and
 - d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.
13. **Mesa Standard Terms and Conditions.** Exhibit C to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.
14. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.
15. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.

Exhibits to this Agreement are the following:

- (A) Scope of Work / Technical Specifications
- (B) Pricing
- (C) Mesa Standard Terms and Conditions

16. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.
17. **Title, Risk of Loss, Returns.** Contractor shall transfer to the City good and merchantable title to the Product, free from all liens, encumbrances and claims of others, upon delivery of the Product to and its receipt by the City, at which time title and risk of loss shall vest fully in the City, unless notice of rejection is provided to Contractor's authorized representative within three (3) business days after such delivery. All returns of Product shall be made in accordance with this Agreement and Contractor's Return Policy found at www.shi.com/returnpolicy, with the terms of the Agreement controlling.
18. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.
19. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MESA, ARIZONA

By: Edward Quedens

Edward Quedens
Printed Name

Business Services Director
Title

7/3/24 12:57 MST
Date

SHI INTERNATIONAL CORP.

By: DocuSigned by:
Kristina Mann
EA418E789F09404

Kristina Mann
Printed Name

Sr. Manager - Contracts
Title

7/1/2024
Date

REVIEWED BY:

By: Ted Stallings
Ted Stallings, CPPB
Procurement Officer II

**EXHIBIT A
SCOPE OF WORK**

1. **SCOPE OF WORK:** For the purchase of Information Technology Solutions, Products, and Services.
2. **ORDERING.** Although the City is open to alternate ordering methods, the primary methods for customers placing orders with the Supplier are the following:
 - a. Online
 - b. Email
 - c. Telephone
 - d. Fax
3. **DELIVERY REQUIREMENT.** The contractor agrees to deliver all products to the desktop of the ordering customer and be delivered F.O.B. destination, freight pre-paid and allowed to various locations throughout the City. In many cases within the City, the Contractor may be asked to deliver all goods to the front counter within a given department. This is the City of Mesa requirement and other participating agencies may have other delivery requirements.
4. **SCOPE OF PRODUCTS.** The intent of this solicitation is to establish a contract with the ability to purchase a comprehensive, wide variety of Information Technology Solution Products and Services including but not limited to the following categories:
 - a. **Software:** National brand name Microsoft, Google, Oracle, Enterprise applications/solutions, cyber security applications/solutions, etc.
 - b. **Personal Computer Systems:** National brand name desktop PCs, notebooks, laptops, tablets, and other related devices from Enterprise Tier and Middle Tier Contractors that are business related computers, manufactured by companies, such as, Apple, COMPAQ, Dell, Gateway, Hewlett Packard, IBM / Lenovo, Panasonic, and Toshiba. Product will include the operating system license, software media and documentation in the hardware shipment.
 - c. **Standard Business Workstation:** These will be used for typical tasks, which will include word processing, spreadsheet analysis, database management, business graphics, statistical analysis, internet, and other office automation activities. Product will include the operating system license, software media and documentation in the hardware shipment.
 - d. **High End Workstation:** These will be used by application developers using GIS, CASE or other high-level language development tools, Computer Aided Design and Drafting professional, Internet Application developers or other sophisticated application work. Product will include the operating system license, software media and documentation in the hardware shipment.
 - e. **Laptop Computer or Notebook:** These will be used by traveling or remote access user for typical office automation and business productivity use. With a port replicator or docking station, it may also be used as a standard desktop. Product will include the operating system license, software media and documentation in the hardware shipment.
 - f. **Network Equipment:** This includes equipment primarily used for communications over an IP network. This includes servers (physical and virtual), layer 2 and layer 3 switches, routers, area wireless access points, point-to-point wireless access, optics, media interfaces (i.e. serial, T1, T3, OC3) and fiber channel. Class of equipment should include home office, small and medium business, and enterprise. Contractors may include, but

not limited to, Cisco Systems, Dell, Juniper Networks, HP, Extreme Networks, Enterasys Networks, D-Link, Netgear, and Brocade Communications Systems.

- g. Monitors: These will include plug and play compatible monitors that are manufactured for the above systems and/or any other brand that may be specifically called for by the ordering entity and which meet the most current UL and OSHA requirements.
- h. Computer and Network Products, Peripherals, Accessories, and Components: Complete availability of major manufacturer's product lines on items such as, but not limited to RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, monitors, AV equipment, unified communications hardware, mobility hardware, modems, routers, switches, keyboards, drives, memory cards, cables, batteries, power management, supplies, etc.
- i. Information Technology/Educational Furniture: Includes furniture design, delivery, installation, parts, maintenance, and repair and replacement.
- j. Services: Services such as, but not limited to cloud computing, consulting, technical support, leasing/financing, trade-ins, repair, design, analysis, configuration, implementation, installation, training, maintenance, advisory, managed and support services, staff augmentation, professional services, etc. In addition, services that are related to the design, use, or operation of the products being purchased such as system configurations, testing, hardware/software installation, upgrades, imaging, etc. Services may also include materials, equipment, and supplies provided by the Reseller under an SOW.

Note: All hardware should come assembled. For example, if extra memory, additional drives, or peripherals are ordered, the Contractor must install them unless the Participating Agency requests, that they not be installed.

- k. Comprehensive Product Offering: Offeror's complete catalog and services offered shall be available. Each offeror awarded a contract under this solicitation may offer their complete product and service offering. Pricing for products and services must be entered on the appropriate section of the Price Page. The City reserves the right to accept or reject any or all items offered.
 - l. Financing: Options available such as lease programs and conditional sales contracts.
- 5. **LICENSES**. Participating Agencies may be required to sign a separate agreement, rider, or End User Licensing Agreement ("EULA"), etc., as required by manufacturers.
 - 6. **DEFECTIVE PRODUCT**. All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping, or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) business days of initial notification.
33. **SUPPLEMENTAL PRODUCTS AND SERVICES**: The scope described in this RFP and resulting contract(s) is preliminary in nature and intended to provide Contractors with a general overview of the major tasks envisioned as part of this solicitation. The City reserves the right to expand and/or reduce the Project Objectives as may be appropriate based on the technical content of the successful Contractor's proposal and/or during contract negotiations based on budget considerations.

**EXHIBIT B
PRICING**

Attachment A Pricing will be added here when Agreement is finalized.

Item #	Product	Product / Group	Proposed Discount	Manufacturer Name	add additional manufacturers/discounts	
					Proposed Discount	Manufacturer Name
1.00	Group 1 - Systems	1) Desktops	3%	Full Catalog (Examples are HPE, Dell, Lenovo, Acer, Apple, etc)	%	
		2) Notebooks	3%	Full Catalog (Examples are HPE, Dell, Lenovo, Acer, Apple etc)	%	
		3) Tablets	3%	Full Catalog (Exmaples are HPE, Dell, Lenovo, Acer, Surface, Apple etc)	%	
		4) Servers (Physical and Virtual) (1 Processor, 2 Processor, 4+ Processor, Blade, Tower, Unix, Handhelds, etc)	3%	Full Catalog (Examples are Dell, HPE, Lenovo, IBM, Cisco, etc)	%	
2.00	Group 2 - Input Devices	5) Keyboards	5%	Full Catalog	%	
		6) Mice	5%	Full Catalog	%	
		7) Imaging Scanners	5%	Full Catalog	%	
		8) POS Scanners	5%	Full Catalog	%	
		9) Pointing Devices	5%	Full Catalog	%	
		10) Bar Code Readers	5%	Full Catalog	%	
		11) Audio Input	5%	Full Catalog	%	
		12) Input Adapters	5%	Full Catalog	%	
		13) PC and Network Cameras	15%	Full Catalog	%	
		14) Input Cables	15%	Full Catalog	%	
3.00	Group 3 - Output Devices	15) Input Accessories	15%	Full Catalog	%	
		16) Displays	3%	Full Catalog	%	
		17) Printers	5%	Full Catalog	%	
		18) Inkjet Printres	5%	Full Catalog	%	
		19) Inkjet Photo Printers	5%	Full Catalog	%	
		20) Laser Printers	5%	Full Catalog	%	
		21) Label Printers	5%	Full Catalog	%	

		22) Dot Matrix Printers	5%	Full Catalog	%
		23) Multi-Function Printers	5%	Full Catalog	%
		24) Wide Format Printers	5%	Full Catalog	%
		25) Multi-Function Inkjet Printers	5%	Full Catalog	%
		26) Wide Format Printers	5%	Full Catalog	%
		27) Fax Machine Printers	5%	Full Catalog	%
		28) Printer Accessories	5%	Full Catalog	%
		29) Projectors	5%	Full Catalog	%
		30) Projector Accessories	5%	Full Catalog	%
		31) Audio Input	5%	Full Catalog	%
		32) Video Cards	5%	Full Catalog	%
		33) Sound Cards	5%	Full Catalog	%
		34) Output Accessories	5%	Full Catalog	%
		35) Printer Consumables	5%	Full Catalog	%
4.00	Group 4 - Memory	36) Desktop	5%	Full Catalog	%
		37) Flash	5%	Full Catalog	%
		38) Networking	5%	Full Catalog	%
		39) Notebook	5%	Full Catalog	%
		40) Printer / Fax	5%	Full Catalog	%
		41) Server	5%	Full Catalog	%
5.00	Group 5 - Storage Devices	42) Adapters Fibre Channel	5%	Full Catalog	%
		43) Adapters FireWire / USB	5%	Full Catalog	%
		44) Adapters IDE/ATA/SATA	5%	Full Catalog	%
		45) Adapters RAID	5%	Full Catalog	%
		46) Adapters SCSI	5%	Full Catalog	%
		47) Bridges & Routers	5%	Full Catalog	%
		48) Disk Arrays	5%	Full Catalog	%
		49) Disk Arrays JBOD	5%	Full Catalog	%
		50) Drives Magneto-Optical	5%	Full Catalog	%
		51) Drives Removable Disks	5%	Full Catalog	%
		52) Fiber Channel Switches	5%	Full Catalog	%
		53) Hard Disks - External	5%	Full Catalog	%

		54) Hard Disks - Fibre Channel	5%	Full Catalog	%
		55) Hard Disks - IDE/ATA/S	5%	Full Catalog	%
		56) Hard Disks - Notebook	5%	Full Catalog	%
		57) Hard Disks - SCSI	5%	Full Catalog	%
		58) Networking Accessories	5%	Full Catalog	%
		59) Optical Drives - CD-ROM	5%	Full Catalog	%
		60) Optical Drives - CD-RW	5%	Full Catalog	%
		61) Optical Drives - DVD-CD	5%	Full Catalog	%
		62) Optical Drives - DVD-RW	5%	Full Catalog	%
		63) Storage Accessories	5%	Full Catalog	%
		64) Storage - NAS	5%	Full Catalog	%
		65) Storage - SAN	5%	Full Catalog	%
		66) Tape Autoloaders -AIT	5%	Full Catalog	%
		67) Tape Autoloaders - DAT	5%	Full Catalog	%
		68) Tape Autoloaders - DLT	5%	Full Catalog	%
		69) Tape Autoloaders - LTO	5%	Full Catalog	%
		70) Tape Drives - 4mm	5%	Full Catalog	%
		71) Tape Drives - 8mm/VXA	5%	Full Catalog	%
		72) Tape Drives - AIT	5%	Full Catalog	%
		73) Tape Drives - DAT	5%	Full Catalog	%
		74) Tape Drives - DLT	5%	Full Catalog	%
		75) Tape Drives - LTO/Ultrium	5%	Full Catalog	%
		76) Tape Drives SDLT	5%	Full Catalog	%
		77) Tape Drives - Travan	5%	Full Catalog	%
6.00	Group 6 - Network Equipment	78) 10/100 Hubs & Switches	5%	Full Catalog	%
		79) Bridges & Routers	5%	Full Catalog	%
		80) Gigabit Hubs & Switches	5%	Full Catalog	%
		81) Concentrators & Multiplexers	5%	Full Catalog	%
		82) Hardware Firewalls	5%	Full Catalog	%
		83) Intrusion Detection	5%	Full Catalog	%
		84) KVM	5%	Full Catalog	%
		85) Modems	5%	Full Catalog	%

		86) Network Test Equipment	5%	Full Catalog	%
		87) Network Adapters	5%	Full Catalog	%
		88) Network Cables	15%	Full Catalog	%
		89) Network Accessories	5%	Full Catalog	%
		90) Repeaters & Transceivers	5%	Full Catalog	%
		91) Wireless LAN Accessories	5%	Full Catalog	%
		92) Token Authentication	5%	Full Catalog	%
		93) 10G Fiber Optic Transceivers	5%	Full Catalog	%
		94) 1G Fiber Optic Transceivers	5%	Full Catalog	%
		95) Licensing Packages (e.g. Microsoft)	4%	Full Catalog (Examples are Microsoft, Adobe, Vmware, etc)	%
		96) Licensing Backup	4%	Full Catalog	%
		97) Licensing Barcode/OC	4%	Full Catalog	%
		98) Licensing Business Application	4%	Full Catalog	%
		99) Licensing CAD/CAM	4%	Full Catalog	%
		100) Licensing - Cloning	4%	Full Catalog	%
		101) Licensing - Computer Services	4%	Full Catalog	%
		102) Licensince - Database	4%	Full Catalog	%
		103) Licensing - Development	4%	Full Catalog	%
		104) Licensing - Entertainment	4%	Full Catalog	%
		105) Licensing - Financial	4%	Full Catalog	%
		106) Licensing - Flow Chart	4%	Full Catalog	%
		107) Licensing - Graphic Design	4%	Full Catalog	%
		108) Licensing - Handheld	4%	Full Catalog	%
		109) Licensing - Network OS	4%	Full Catalog	%
		110) Licensing - OS	4%	Full Catalog	%
		111) Licensing - Personal Organization	4%	Full Catalog	%
		112) Licensing - Presentation	4%	Full Catalog	%
		113) Licensing - Reference	4%	Full Catalog	%
		114) Licensing - Report Analysis	4%	Full Catalog	%
		115) Licensing - Spreadhseet	4%	Full Catalog	%
		116) Licensing - Utilities	4%	Full Catalog	%
7.00	Group 7 - Software				

		117) Licensing - Warranties	4%	Full Catalog	%
		118) Licensing - Web Development	4%	Full Catalog	%
		119) Licensing - Word Processing	4%	Full Catalog	%
		120) Software - Backup	4%	Full Catalog	%
		121) Software - Barcode / OCR	4%	Full Catalog	%
		122) Software - Business Application	4%	Full Catalog	%
		123) Software - CAD/CAM	4%	Full Catalog	%
		124) Software - Cloning	4%	Full Catalog	%
		125) Software - Computer Services	4%	Full Catalog	%
		126) Software - Database	4%	Full Catalog	%
		127) Software - Development	4%	Full Catalog	%
		128) Software - Entertainment	4%	Full Catalog	%
		129) Software - Financial	4%	Full Catalog	%
		130) Software - Flow Chart	4%	Full Catalog	%
		131) Software - Graphic Design	4%	Full Catalog	%
		132) Software - Handheld	4%	Full Catalog	%
		133) Software - OS	4%	Full Catalog	%
		134) Software - Personal Organization	4%	Full Catalog	%
		135) Software - Presentation	4%	Full Catalog	%
		136) Software - Reference	4%	Full Catalog	%
		137) Software - Report Analysis	4%	Full Catalog	%
		138) Software - Spreadsheet	4%	Full Catalog	%
		139) Software - Utilities	4%	Full Catalog	%
		140) Software - Warranties	4%	Full Catalog	%
		141) Software - Web Development	4%	Full Catalog	%
		142) Software - Word Processing	4%	Full Catalog	%
8.00	Group 8 - Media Supplies	143) Media - 4mm tape	5%	Full Catalog	%
		144) Media - AIT tape	5%	Full Catalog	%
		145) Media - DAT tape	5%	Full Catalog	%
		146) Media - DLT tape	5%	Full Catalog	%
		147) Media LTO / Ultrium tape drive	5%	Full Catalog	%

		148) Media - Magneto - Optical	5%	Full Catalog	%	
		149) Media - Optical	5%	Full Catalog	%	
		150) Media - SLR tape	5%	Full Catalog	%	
		151) Media - Travan tape	5%	Full Catalog	%	
		152) Media - VXA tape	5%	Full Catalog	%	
		153) Media - zip	5%	Full Catalog	%	
9.00	Group 9 - Collaboration & IP Telephony	154) IP phones	15%	Full Catalog	%	
		155) Video conferencing products	15%	Full Catalog	%	
		156) Monitors/TV's	3%	Full Catalog	%	
		157) Mounts	5%	Full Catalog	%	
		158) Voice gateways / servers	15%	Full Catalog	%	
		159) Headsets	15%	Full Catalog	%	
		160) Audo conferencing products	5%	Full Catalog	%	
		161) Analog phones	15%	Full Catalog	%	
		162) Accessories	15%	Full Catalog	%	
		10.00	Group 10 - Other	163) Advanced Integration	5%	Full Catalog
164) Asset Disposal	5%			Full Catalog	%	
165) Asset Management	5%			Full Catalog	%	
166) Cables	15%			Full Catalog	%	
167) Cables - custom	15%			Full Catalog	%	
168) Cables - printer	15%			Full Catalog	%	
169) Cloud Storage and Services (such as Azure, Amazon, Wasabi, etc.)	0%			Full Catalog	%	
170) Complex warranties	5%			Full Catalog	%	
171) Desktop Accessories	5%			Full Catalog	%	
172) Display Accessories	5%			Full Catalog	%	
173) Electronic Services	5%			Full Catalog	%	
174) Handheld Accessories	5%			Full Catalog	%	
175) Imaging Accessories	5%			Full Catalog	%	
176) Imaging - Camcorders	15%			Full Catalog	%	
177) Imaging - Digital Cameras	15%			Full Catalog	%	
178) Intrnal Lab Service	0%			Full Catalog	%	

179) Lab fees	0%	Full Catalog	%
180) Managed Services	0%	Full Catalog	%
181) Miscellaneous solutions	0%	Full Catalog	%
182) Mounting hardware for vehicles	5%	Full Catalog	%
183) Networking Warranties	5%	Full Catalog	%
184) Notebook Accessories	5%	Full Catalog	%
185) Notebook Batteries	5%	Full Catalog	%
186) PC Lab order services	0%	Full Catalog	%
187) POS Accessories	5%	Full Catalog	%
188) POS Displays	3%	Full Catalog	%
189) Power Accessories	5%	Full Catalog	%
190) Power Surge Protection	5%	Full Catalog	%
191) Power UPS	5%	Full Catalog	%
192) Server Accessories	5%	Full Catalog	%
193) Service Charge	0%	Full Catalog	%
194) System Components	5%	Full Catalog	%
195) Training Courses	0%	Full Catalog	%
196) Training Reference Manuals	0%	Full Catalog	%
197) Warranties - Electronic	5%	Full Catalog	%
198) iPad / Tablet Stylus	5%	Full Catalog	%
199) Mouse / Wrist Pads	5%	Full Catalog	%
200) Security Locks and Hardware	5%	Full Catalog	%
201) Tools	0%	Full Catalog	%
203) Document Scanner Accessories	5%	Full Catalog	%
204) Flatbed Scanners	5%	Full Catalog	%
205) Mobile Scanners	5%	Full Catalog	%
206) Network Scanners	5%	Full Catalog	%
207) Sheetfed Scanners	5%	Full Catalog	%
208) Wide Format Scanners	5%	Full Catalog	%
209) Workgroup / Department Scanner	5%	Full Catalog	%

210) Build to Order Desktops	3%	Full Catalog	%
211) Nettop	3%	Full Catalog	%
212) Point of Sale	3%	Full Catalog	%
213) Ultra Small Form Factor	3%	Full Catalog	%
214) Apple / Mac Memory Upgrades	5%	Full Catalog	%
215) Chips / SIMMs/SIPPs / ROMs	5%	Full Catalog	%
216) Computer Cases	5%	Full Catalog	%
217) CPUs / Fans	5%	Full Catalog	%
218) Memory Accessories	5%	Full Catalog	%
219) Motherboards / Chassis	3%	Full Catalog	%
220) 1 - 2 port Serial Boards	3%	Full Catalog	%
221) 3+ port Serial Boards	3%	Full Catalog	%
222) Console Server	3%	Full Catalog	%
223) Device Server	3%	Full Catalog	%
224) Terminal Server	3%	Full Catalog	%
225) Content Management	0%	Full Catalog	%
226) Firewall / VPN Appliances	5%	Full Catalog	%
227) Multifunction Security Appliances	5%	Full Catalog	%
228) Network Camera Accessories	5%	Full Catalog	%
229) Network Cameras	15%	Full Catalog	%
230) Physical/Environmental Security	0%	Full Catalog	%
231) Security Appliance Accessories	5%	Full Catalog	%
232) Security Tokens	4%	Full Catalog	%
233) Unified Threat Management	4%	Full Catalog	%
234) 2-way Radios / Walkie Talkies	5%	Full Catalog	%
235) Apple Notebooks	3%	Full Catalog	%
236) Convertible PCs / Slate PCs / iPad	3%	Full Catalog	%
237) iPad	3%	Full Catalog	%
238) Slate Tablet Computers	3%	Full Catalog	%

239) GPS / PDA	3%	Full Catalog	%
240) Wireless Communication Devices	5%	Full Catalog	%
241) Batteries	5%	Full Catalog	%
242) Power Supplies / Adapters	5%	Full Catalog	%
243) Rackmount Equipment	5%	Full Catalog	%
244) Remote Power Management	5%	Full Catalog	%
245) Surge Suppressors	5%	Full Catalog	%
246) UPS / Battery Backup	5%	Full Catalog	%
247) 14" & smaller LCD Display	3%	Full Catalog	%
248) 15-19" LCD Display	3%	Full Catalog	%
249) 15-19" Wide LCD Display	3%	Full Catalog	%
250) 15-19" Wide LED Display	3%	Full Catalog	%
251) 20-30" LCD Display	3%	Full Catalog	%
252) 20-30" Wide LCD Display	3%	Full Catalog	%
253) 20-30" Wide LED Display	3%	Full Catalog	%
254) PCoIP and Zero Client Displays	3%	Full Catalog	%
255) Arm Mounts	5%	Full Catalog	%
256) Ceiling Mounts	5%	Full Catalog	%
257) Combo Mounts	5%	Full Catalog	%
258) Desktop Stands / Risers	5%	Full Catalog	%
259) Flat Wall Mounts	5%	Full Catalog	%
260) Mount Accessories	5%	Full Catalog	%
261) Pole Display	3%	Full Catalog	%
262) Stands / Carts / Feet	5%	Full Catalog	%
263) Tilt Wall Mounts	5%	Full Catalog	%
264) C-Cure Products	4%	Full Catalog	%
265) Istar Products	5%	Full Catalog	%
266) Information Technology/Educational Furniture	5%	Full Catalog	%

		SERVICE	STANDARD HOURLY RATE	DISCOUNT FROM STANDARD RATE		
		Hourly rates are for SHI and current approved partner-performed services for standard engagements. Highly skilled projects and new partners may carry higher rates.				
11.00	Group 11 - Services	267) Data / Mobility Architect Consultant	\$325.00	0%	Per SOW	
		268) Design and Analysis	\$325.00	0%	Per SOW	
		269) Cable Technician	\$115.00	0%	Per SOW	
		270) Configuration	\$325.00	0%	Per SOW	
		271) Engineer	\$225.00	0%	Per SOW	
		272) Implementation	\$225.00	0%	Per SOW	
		273) Installation	\$225.00	0%	Per SOW	
		274) Project Coordinator	\$85.00	0%	Per SOW	
		275) Project Manager	\$185.00	0%	Per SOW	
		276) Technician	\$90.00	0%	Per SOW	
		277) Training	\$225.00	0%	Per SOW	
		278) Maintenance & Support	\$225.00	0%	Per SOW	
		279) Solution Architect / Consultant	\$275.00	0%	Per SOW	
		280) Staff Augmentation Services and Support	\$50-\$500	0%	Per SOW	
		Product / Group	Proposed Discount	Manufacturer Name		
12.00	Group 12 - Additional Products/Services Not Identified	All Other- future or unnamed categories	0%	Full Catalog		
		Dell Apex FOB	0%			

Cloud EULA URL'sAmazon Web Services (AWS) <https://aws.amazon.com/agreement/>Google Cloud Platform (GCP) <https://cloud.google.com/terms>Microsoft Azure: <https://azure.microsoft.com/en-us/support/legal/>

**EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS**

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
3. **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the other Party's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the other Party will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve either Party from any of its obligations and liabilities under the Agreement. Notwithstanding the foregoing, either Party may assign this Agreement and its rights, interests, liabilities and obligations thereunder to a successor pursuant to a merger, consolidation or sale of all or substantially all its assets following sixty (60) days written notice.
4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
6. **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the Products or Services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or Product will be allowed unless approved in writing, in advance, by the City and Contractor.
8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
9. **COMPLIANCE WITH APPLICABLE LAWS.**
 - a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

- b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.
- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
 - i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
 - ii. A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - iii. The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
 - iv. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
 - v. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 2748 of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).
- d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.
- e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods of services to the City.

10. **SALES/USE TAX, OTHER TAXES.**

- a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's Services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social

Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

- b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.
11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of Services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.
 12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.
 - 12.1. If Contractor believes document related to the Agreement contains trade secrets or other proprietary data, Contractor must notify the City and include with the notification a statement that explains and supports Contractor's claim. Contractor also must specifically identify the trade secrets or other proprietary data that Contractor believes should remain confidential.
 - 12.2. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.
 13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.
 14. **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform Services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide Services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of Services under this Agreement.
16. **DEFAULT.**
- a. A party will be in default if that party:
 - i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
 - ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
 - iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
 - iv. Fails to carry out any term, promise, or condition of the Agreement.
 - b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.
 - c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.
 - d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.
17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
 - b. The City may purchase the Services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute Services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute Services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.

- c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
 - d. Neither party will be liable for incidental, indirect, special, or consequential damages.
18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.
20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.
22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those Services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the Products and Services provided and received Contractor's properly prepared final invoice.
- Termination of this Agreement shall not affect the obligations of the City or Contractor under any existing Order issued under this Agreement, and such Order shall continue in effect as though this Agreement has not been terminated, and was still in effect with respect to such Order.
23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any Services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
24. **INDEMNIFICATION/LIABILITY.**
- a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) misconduct by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with this Agreement.
 - b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
 - c. The City assumes no liability for actions of Contractor and will not indemnify or hold

Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or Services.

- d. IN THE EVENT OF ANY LIABILITY INCURRED BY CONTRACTOR OR ANY OF ITS AFFILIATES HEREUNDER, INCLUDING INDEMNIFICATION OF CITY BY CONTRACTOR, THE ENTIRE LIABILITY OF CONTRACTOR AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED \$5,000,000.00 OVER THE ENTIRE TERM OF THE AGREEMENT.

25. RESERVED

26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.
27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of Products or Services or any Products or Services at all under this Agreement and acknowledges and agrees that the Products or Services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for Products or Services which exceed its actual needs.
28. **OWNERSHIP.** All deliverables, Services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City. Notwithstanding the foregoing, Contractor shall retain ownership rights to (1) all of its previously existing intellectual property, including any systems, derivatives, modifications and enhancements thereto, (2) confidential information of contractor, and (3) any tools or scripting applications used, developed or created by Contractor or its third-party licensors during the performance of this Agreement.
29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.
30. **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.
31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
32. **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these Services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.

34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the Products and Services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute Products or Services.
36. **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of Services. Payment will be negotiated and determined by the contract administrator(s).
37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.
38. **COOPERATIVE USE OF CONTRACT.** This contract is available through OMNIA Partners to agencies nationwide. The City has also entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies through ONMIA Partners or SAVE in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

City currently holds or may enter into Intergovernmental Governmental Agreements (IGA) with numerous governmental entities. These agreements allow the entities, with the approval of Contractor, to purchase their requirements under the terms and conditions of this Agreement.

A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide Services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this

subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide Services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others. The City is not a party to any agreements between the Contractor and OMNIA Partners, OMNIA Partners and other agencies, the Contractor and other agencies, or any third-party contracts in any way related to this Agreement or the cooperative use of this Agreement.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via email or facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, email or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.
42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.
43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.
46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to Arizona Revised Statutes Sections 1-501 and 1- 502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural)

person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.

- 47. PCI DSS COMPLIANCE.** In the event any Contractor engages in payment card transactions as a part of the services provided to City, Contractor shall comply with the Payment Card Industry Data Security Standards ("PCI DSS") and any amendments or restatements of the PCI DSS during the Term of this Agreement. Contractor accepts responsibility for the security of City's and/or any customer's credit card data in its possession, even if all or a portion of the services to City are subcontracted to third parties.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS FOR FEDERAL FUNDS

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SPECIAL TERMS AND CONDITIONS FOR FEDERAL FUNDS

1. DEFAULT.

1.1. A party will be in default of the Agreement if that party:

- i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
- ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
- iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
- iv. Fails to carry out any term, promise, or condition of the Agreement.

1.2. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and Solicitations in accordance with Article 6 of the City's Procurement Rules.

1.3. **Notice and Opportunity to Cure.** In the event a party is in default then the other party will provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default, unless the default is of a nature that it is reasonably anticipated to affect the health, safety, or welfare of the public and, in such an event, the non-defaulting party may require a minimum seven (7) days to cure the default from the date of receipt of the notice; the cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement. Failure of the defaulting party to cure the default will entitle the non-defaulting party to the election of remedies specific to the party as set forth in section 17 below.

Anticipatory Repudiation. Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event, demand is made and no written assurance is given within ten (10) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement entitling the City to terminate the Agreement in accordance with section 17(a) below.

Agreed NA Exception:2. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

2.1. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.

2.2. The City may purchase the services or materials required under the Agreement from the open market, complete the required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price in the Agreement, the City may recover the excess cost by: (i) requiring immediate reimbursement by the Contractor to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as permitted by law. Costs in this Subsection (b) include any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement including, but not limited to, administrative expenses, attorneys' fees, and costs.

2.3. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

2.4. Neither party will be liable for incidental, special, or consequential damages.

Agreed NA Exception:3. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.Agreed NA Exception:

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SPECIAL TERMS AND CONDITIONS FOR FEDERAL FUNDS

4. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement, in part or in whole, for its sole convenience upon thirty (30) calendar days written notice. Contractor acknowledges that, as with any termination permitted under this Agreement, in the event of a termination for convenience, Contractor is only entitled to payment in accordance with section 22 (Payment to Contractor Upon Termination); Contractor will not be entitled to any anticipated lost profits had the Agreement been performed to completion.

Agreed NA Exception:

5. **NONDISCRIMINATION.** Contractor understands and acknowledges that it is the policy of the City of Mesa to promote non-discrimination. As such, Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, national origin, age, disability, religion, sex, sexual orientation, gender identity and expression, veterans' status, marital status, or genetic information, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. In performance under this Agreement, Contractor and Contractor's personnel will comply with applicable provisions of the following laws (as amended): Title VII of the U.S. Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and any other applicable non-discrimination laws and rules.

Agreed NA Exception:

6. **DAVIS-BACON ACT.** For all prime construction contracts in excess of \$2,000, all transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

Agreed NA Exception:

7. **COPELAND "ANTI-KICKBACK" ACT.**

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

Agreed NA Exception:

8. **CONTRACT WORK AND SAFETY STANDARDS ACT.** Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts in excess of \$100,000 that involve the employment of mechanics or laborers each contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- 8.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 8.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in

SPECIAL TERMS AND CONDITIONS FOR FEDERAL FUNDS

violation of the clause set forth in this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this section.

8.3. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

8.4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Agreed NA Exception:

9. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If this Contract is for the performance of experimental, developmental, or research work, including any assignment, substitution of parties, or subcontracts, the City and the Contractor shall comply with the requirements of 37 CFR Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements) and any implementing regulations issued.

Agreed NA Exception:

10. **CLEAN AIR ACT.** The contractor agrees to:

10.1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

10.2. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the required Federal Agencies.

10.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000.

Agreed NA Exception:

11. **FEDERAL WATER POLLUTION CONTROL ACT.**

11.1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

11.2. The contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the required Federal Agencies.

11.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

Agreed NA Exception:

12. **DEBARMENT.** If the Respondent has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government or agency, or if any such preclusion from participation from any public procurement activity is currently pending, the Respondent shall include a letter with its Response identifying the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances must be provided by the Respondent, including the details enumerated above. A Response from a Respondent who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected. Failure of a Respondent to disclose a debarment or suspension in accordance with this Section may result in the Response being disqualified for an award of the Solicitation. Debarment status will be verified using the federal System for Award Management (SAM).

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SPECIAL TERMS AND CONDITIONS FOR FEDERAL FUNDS

Agreed NA Exception:

13. **ACCESS TO RECORDS.** Offeror agrees that the City or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Agreed NA Exception:

14. **RECORDS RETENTION.** When federal funds are expended by the City for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain these records as required for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Agreed NA Exception:

15. **ENERGY POLICY AND CONSERVATION ACT.** Contractor must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6201).

Agreed NA Exception:

16. **BUY AMERICA.** The Buy America requirements apply to construction contracts and acquisitions for goods or rolling stock valued at more than \$100,000. The Contractor agrees to comply with 49 U.S.C. §5323(j) and its implementing regulations at 49 CFR Part 661, any amendments thereto and any implementing guidance issued by the FTA.

Agreed NA Exception:

17. **APPLICABILITY TO SUBCONTRACTORS.** Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Agreed NA Exception:

18. **SOLID WASTE DISPOSAL ACT.** The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$ 10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Agreed NA Exception:

19. **BYRD ANTI-LOBBYING AMENDMENT.** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered.

- 19.1. No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

- 19.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative

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SPECIAL TERMS AND CONDITIONS FOR FEDERAL FUNDS

agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

19.3. This certification shall be included in all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. Please check the appropriate box:

- No funds have been used or are planned to be used for lobbying in connection with this contract, or
- Attached is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of funds for lobbying in connection with this contract.

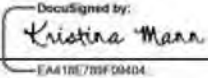
Agreed NA Exception:

Offeror agrees to comply with the requirements in these Terms and Conditions as well as all federal, state, and local laws, rules, regulations, and ordinances, as applicable.

Company Name: SHI International Corp.

Phone Number: _____ email address: Contracts@shi.com

Printed Name and Title of Authorized Representative: Kristina Mann Sr. Manager - Contracts, Legal

Signature of Authorized Representative:  Date: 12/20/2023

VENDOR INFORMATION FORM

Company Legal/Corporate Name: SHI International Corp.

Doing Business As (if different than above): N/A

Address: 290 Davidson Ave.

City: Somerset State: New Jersey Zip: 08873

Phone: 888-764-8888 Fax: 888-764-8889

E-Mail Address: Victoria Lewkowitz@shi.com Website: www.shi.com

DUNS # 61-142-9481 State Where Business Entity Was Formed: New Jersey

UNIQUE ENTITY ID # (generated by SAM.gov): CEFCD41CLDJ8

Tax Identification Number (TIN): 22-3009648

Remit to Address (if different than above):

Order from Address (if different from above):

Address: PO Box 952121

Address: same as above

City: Dallas

City: _____

State: Texas Zip: 75395-2121

State: _____ Zip: _____

Contact for Questions about this bid:

Name: Amelia Jakubczyk

Title: Director, SLED Contract Capture and Development

Phone: 303-882-8012

E-Mail Address: amelia_jakubczyk@shi.com

Day-to-Day Project Contact (if awarded):

Name: Victoria Lewkowitz

Title: Account Executive

Phone: 650-483-9333

E-Mail Address: victoria_lewkowitz@shi.com

Sales/Use Tax Information (check one).

- Respondent is located outside Arizona and does NOT collect Arizona State Sales/Use Tax. (The City will pay use tax directly to the Arizona Department of Revenue.)
- Respondent is located outside Arizona but is authorized to collect Arizona Sales/Use Taxes. (Respondent will invoice the City the applicable sales tax and remit the tax to the appropriate taxing authorities.)
State Sales Tax Number: 07-603089-C
City Sales Tax Number: 07-603089-C City of: Mesa AZ
Applicable Tax Rate: 8.3 %
- Respondent is located in Arizona. (Respondent will invoice the City the applicable sales tax and remit the tax to the appropriate taxing authorities)
State Sales Tax Number: _____
City Sales Tax Number: _____ City of: _____ AZ
Applicable Tax Rate: _____ %

EXCEPTIONS & CONFIDENTIAL INFORMATION FORM

Exceptions (mark one).

Respondents shall indicate any and all exceptions taken to the provisions or specifications in this Solicitation. Exceptions that surface elsewhere in the Response and that do not also appear under this section shall be considered rejected by the City, invalid and of no contractual significance.

Other Forms or Documents: If the City is required by the awarded Respondent to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Respondents forms or documents.

***Special Note – Any material exceptions taken to the City’s Specifications and/or Standard Terms and Conditions may render a Bid Non-responsive.**

No exceptions

Exceptions Taken: Please describe the exact sections to which exception is taken. If proposing new or modified language, your firm shall identify the requested language below or provide as additional attachment. The City reserves the right to accept or reject any requested exceptions listed in the below section or attached to the solicitation.

SHI Response:

Please see proposed exceptions starting on page 125.

Confidential/Proprietary Information (mark one).

No confidential/proprietary materials have been included with this Response.

Confidential/Proprietary materials included with Response. Respondent must identify below any portion of their Response deemed confidential or proprietary and attach additional pages if necessary (See Mesa Standard Terms and Conditions related to Public Records). Requests to deem the entire bid as confidential will not be considered. The disclosure by the City of information deemed by Respondent as confidential or proprietary is governed by City of Mesa Procurement Rules.

SHI Response:

The below information is considered confidential:

Contract data on page 121

SHI’s Dun & Bradstreet report following our proposed exceptions.

GENERAL QUESTIONNAIRE FORM

1. Compliance with Applicable Laws. Respondent complies with Exhibit 1, Draft Agreement, Exhibit C, Mesa Standard Terms & Conditions, 9. "Compliance with Applicable Laws"? Yes No

2. Compliance with Insurance Requirements. The City of Mesa may or may not require the Contractor to provide the City with a Certificate of Insurance (COI). If a COI is not required, Respondent still agrees and will comply with all insurance requirements as described in the Draft Agreement (Exhibit 1) and agrees to obtain and retain required insurance throughout the term and any renewal/extension of the Agreement. Yes No

3. Delivery. Delivery, as stated in Detailed Specifications, can be met. Yes No
If no, specify number of days for delivery _____

4. Payment Terms. Payment Due (Not less than Net 30 days): Net 30

Payment Discount of 0 % if invoices are paid within 0 days of receipt.

5. Credit Card/Procurement Card. In response to this solicitation/contract, does Respondent allow payment of invoices using a credit card (Procurement Card)? Refer to Draft Agreement, Terms & Conditions, Section 5.6, Payment of Funds.

Yes No (Marking a "no" answer will not disqualify your Response.)

Will you offer a discount for use of Credit Card/Procurement Card Purchases?

Yes _____ % No (Marking a "no" answer will not disqualify your Response.)

Will you impose a processing fee for the use of Credit Card/Procurement Card Purchases?

Yes _____ % No (Marking a "no" answer will not disqualify your Response.)

6. Cooperative Purchasing. The use of this Agreement as a cooperative purchasing agreement available to other governmental agencies is described in the Mesa Standard Terms and Conditions. The use of this Agreement as a cooperative purchasing agreement is subject to approval by the Respondent as designated below.

7. Does Respondent agree to extend the prices, terms and conditions of the Agreement to other agencies as specified in the Standard Terms and Conditions?

Yes No (Marking a "no" answer will not disqualify your Response.)

Addenda

Respondents are responsible for verifying receipt of any addenda issued by checking the City's website at <https://vendor.mesaaz.gov/> in the Vendor Self Service portal prior to the Response Due date and time. Failure to acknowledge any addenda issued may result in a response being deemed non-responsive. Failure to review addenda does not negate Respondent's initial offer and holds Respondent for any changes prior to Response Due date and time.

Acknowledgement of Receipt and Consideration of Addenda (if applicable):

Addenda # 1 2 3 4

LAWFUL PRESENCE AFFIDAVIT

CHECK HERE AND SKIP THIS AFFIDAVIT IF: Respondent is an **LLC, a Corporation or a Partnership** as indicated on your W-9. (Please include a copy of your W-9)

COMPLETE THIS AFFIDAVIT IF: Respondent is an Individual (Natural Person) or a Sole Proprietor as indicated on your W-9. (Please include a copy of your W-9)

ARS § 1-502 requires any person who applies to the City for a Local Public Benefit (defined as a Grant, Contract or Loan) must demonstrate through the presentation of one (1) of the following documents that he/she is lawfully present in the United States (See the Solicitation Instructions for more information).

Please place a check mark next to the applicable document and present the document to the City employee. If mailing the response, attach a copy of the document to this Affidavit. (If the document says on its face that it may not be copied or you know for reasons of confidentiality that it cannot be copied, you will need to present the document in person to the City for review and signing of the affidavit.)

- 1) Arizona driver license issued after 1996.
Print first 4 numbers/letters from license: _____
- 2) Arizona non-operating identification license.
Print first 4 numbers/letters: _____
- 3) Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.
Year of birth: _____ Place of birth: _____
- 4) United States Certificate of Birth abroad.
Year of birth: _____ Place of birth: _____
- 5) United States passport.
Print first 4 numbers/letters on Passport: _____
- 6) Foreign passport with a United States Visa.
Print first 4 numbers/letters on Passport: _____ Print
first 4 numbers/letters on Visa: _____
- 7) I-94 form with a photograph.
Print first 4 numbers on I-94: _____
- 8) United States Citizenship & Immigration Services Employment Authorization Document (EAD).
Print first 4 numbers/letters on EAD: _____
- 9) Refugee travel document.
Date of Issuance: _____ Refugee Country: _____
- 10) United States Certificate of Naturalization.
Print first 4 digits of CIS Reg. No.: _____
- 11) United States Certificate of Citizenship.
Date of Issuance: _____ Place of Issuance: _____
- 12) Tribal Certificate of Indian Blood.
Date of Issuance: _____ Name of Tribe: _____
- 13) Tribal or Bureau of Indian Affairs Affidavit of Birth.

Year of Birth: _____ Place of Birth: _____

 14) Consular ID Card.

Country: _____ Expiration Date: _____

In accordance with the requirements of Arizona law, I do swear or affirm under penalty of perjury that I am lawfully present in the United States and that the document I presented to establish this presence is true.

Signature

Maya Lynch

Print Name

12/20/2023

Date

SHI International Corp.

Business/Company Name

Verification of Attachment by City Staff:

Signature

Date

Item Description	Specification	Item Number	Unit of Measure	% Off Catalog Discount (As identified on National Pricing Tab)	SHI Advertised Price	Extended Price (Advertised Price - % Off Catalog)
Dell OptiPlex Micro 7010	Core i5 13500T / 1.6 GHz, vPro Enterprise, RAM 16 GB, SSD 256 GB, NVMe, Class 35	CT66J	EA	3.00%	\$ 781.00	\$ 757.57
Dell Latitude 5340	1335U/1.3 GHz, Win 11 Pro, Intel Iris Xe Graphics, 16 GB RAM, 256 GB SSD NVMe, Class 35	GVH6J	EA	3.00%	\$ 1,311.00	\$ 1,271.67
Dell Latitude 5540	1335U/1.3 GHz, Win 11 Pro, Intel Iris Xe Graphics, 16GB RAM, 256 GB SSD NVMe, Class 35	8GHCF	EA	3.00%	\$ 1,168.00	\$ 1,132.96
Dell 492-BCBK	Power adapter, 90 Watt, for Dell Latitude 3400, 3500, 5289 2-In-1, 5300, 5300 2-in-1, 5310, 5310 2-in-1, 5400, 5401, 5410, 5411, 5500, 5501, 5510, 5511, 7300, 7310, 7389 2-in-1, 7390 2-in-1, 7400, 7400 2-in-1, 7410, 7410 2-in-1, 9410 2-in-1, 9510; Precision 3540, 3541, 3550, 5550, 5750; Dell XPS 15 9500, 17 9700	492-BCBK	EA	5.00%	\$ 74.00	\$ 70.30
Apple MacBook Pro - M2 Pro	M2 Pro 19-core GPU, 16 GB RAM, 512 GB SSD, 16.2" 3456 x 2234 @ 120 Hz, 802.11a/b/g/n/ac/ax (Wi-Fi 6E), Bluetooth	MNW83LL/A	EA	3.00%	\$ 2,368.00	\$ 2,296.96
Apple 12.9-inch iPad Pro Wi-Fi + Cellular	6th generation, tablet, 128 GB, 12.9" IPS (2732 x 2048), 3G, 4G, 5G	MP5X3LL/A	EA	3.00%	\$ 1,273.00	\$ 1,234.81
Samsung Galaxy Tab E - Tablet	Android 6.0 (Marshmallow) - 16GB - 8" - 4G	SM-T377VZKAVZW	EA	3.00%	\$ 182.00	\$ 176.54
Logitech MK270 Wireless Keyboard and Mouse set	Keyboard and mouse set, wireless, 2.4 GHz, English	920-004536	EA	5.00%	\$ 29.00	\$ 27.55
Logitech ERGO M575 - Trackball	Wireless, 2.4 GHz, Bluetooth 5.0 LE, USB wireless receiver, graphite	910-005869	EA	5.00%	\$ 57.00	\$ 54.15
Apple Pencil 2nd Generation	Stylus for tablet, for 10.9-inch iPad Air (4th generation); 11-inch iPad Pro (1st generation, 2nd generation); 12.9-inch iPad Pro (3rd generation, 4th generation)	MU8F2AM/A	EA	5.00%	\$ 124.00	\$ 117.80
HP 27ER 27 Inch Display		1F2J9AA#ABA	EA	3.00%	\$ 207.20	\$ 200.98
Dell P2422H - LED monitor	24", 1920 x 1080 Full HD (1080p) @ 60 Hz, IPS, 250 cd/m², 1000:1	DELL-P2422H	EA	3.00%	\$ 217.00	\$ 210.49
Kingston DDR4-32	32 GB - DIMM 288-pin	KTH-PL424/32G	EA	0.00%	EOL	\$
Cisco DDR3L	32 GB- LRDIMM 240-pin	UCS-ML-1X324RY-A	EA	5.00%	\$ 603.78	\$ 573.59
Seagate Video	3.5 HDD ST4000VM000 4TB	ST4000VM000	EA	5.00%	\$ 112.00	\$ 106.40
Dell PowerVault	RD1000 RDX USB external	RD1000	EA	5.00%	\$ 340.00	\$ 323.00
SanDisk Cruzer Blade	USB flash drive 8 GB	SDCZ50-008G-B35	EA	0.00%	N/A	\$
Cisco Nexus 7000 Series - Switch - Rack Mountable - With Fan Tray	C5 C5G124-24P2 Switch 24 ports Managed	N7K-C7010=	EA	5.00%	\$ 28,604.00	\$ 27,173.80
Juniper EX4200 24F - Switch - Managed		EX4200-24F-TAA	EA	0.00%	N/A	\$
Ruckus ZoneFlex R600 - Wireless Access Point		901-R600-US00	EA	5.00%	\$ 963.00	\$ 914.85
OpenScape Desk Phone CP700X		L30250-F600-C439	EA	0.00%	EOL	\$
Mediatrix G7 1 PRI Gateway		M350K60000MX00002000	EA	0.00%	EOL	\$
APC Smart-UPS 5000VA Tower/Rack-mountable UPS		SUA5000RMT5U	EA	5.00%	\$ 5,312.00	\$ 5,046.40
APC 1500VA 2U 120V Smart-UPS with Network Card		SMT1500RM2UCNC	EA	5.00%	\$ 1,544.00	\$ 1,466.80
					Total Price	\$ 43,156.63

DELIVERY: See Specifications and/or Mesa Standard Terms and Conditions.

Proposer Name: SHI International Corp.

RESPONDENT CERTIFICATION FORM (OFFER AND ACCEPTANCE)

By submitting the Response and signing this Certification, the Respondent understands and certifies to all of the following:

- a) The information provided in Respondent's Response is true and accurate to the best of Respondent's knowledge.
- b) Respondent is under no legal prohibition that would prevent Respondent from contracting with the City of Mesa.
- c) Respondent has read and understands the Solicitation packet as a whole (including attachments, exhibits, and referenced documents) and: (i) can attest that Respondent is in compliance with the requirements of the Solicitation packet; and (ii) is capable of fully carrying out the requirements of the Solicitation as set forth in Respondent's Response.
- d) To Respondent's knowledge, Respondent and Respondent's employees have no known, undisclosed conflicts of interest as defined by applicable law or City of Mesa Procurement Rules. If Respondent or Respondent employees have a known conflict of interest, Respondent has disclosed the conflict in its Response.
- e) Respondent did not engage in any anti-competitive practices related to its Response or the Solicitation. The prices offered by Respondent were independently developed without consultation or collusion with any other Respondents or potential Respondents.
- f) No gifts, payments or other consideration were made to any City employee, officer, elected official, agent, or consultant who has or may have a role in the procurement process for the services/materials covered by the Solicitation.
- g) Respondent grants the City of Mesa permission to copy all parts of its Response including, without limitation, any documents and materials copyrighted by Respondent: (i) for the City's use in evaluating the Response; and (ii) to be disclosed in response to a public records request under Arizona's public records law (A.R.S. § 39-121 et. seq.) or other applicable law, subpoena, or other judicial process provided such disclosure is in accordance with City of Mesa Procurement Rule 6.13.
- h) If a contract is awarded to Respondent as a result of the Response submitted to the Solicitation Respondent will:
 - i. Provide the materials or services specified in the Response in compliance with all applicable federal, state, and local statutes, rules and policies;
 - ii. Honor all elements of the Response submitted by Respondent to the City including, but not limited to, the price and the materials/services to be provided; and
 - iii. Enter into an agreement with the City based on the terms and conditions of the Solicitation and the Response, subject to any negotiated exceptions and terms.
- i) Respondent is current in all obligations due to the City including any amounts owed the City and any licenses/permits required for the general lawful conduct of business. Respondent shall acquire all licenses/permits necessary to lawfully conduct business specific to the Solicitation prior to the execution of a contract with the City pertaining to the Solicitation.
- j) The signatory of this Certification is an officer or duly authorized agent of Respondent with full power and authority to submit binding offers for the goods/services specified herein. Respondent intends by the submission of this Certification to be bound by the terms of the Certification, Solicitation, and Response, subject to any negotiated terms/exceptions.

ACCEPTED AND AGREED TO BY RESPONDENT:

Company Name: SHI International Corp.

Signature: 

Printed Name: Maya Lynch

Title: Proposal Specialist

Date: 12/20/2023

CITY OF TRACY
PURCHASE AGREEMENT FOR GOODS, COMMODITIES
AND ANCILLARY SERVICES WITH
SHI INTERNATIONAL CORP

Attachment B

This Purchase Agreement for Goods, Commodities, and Ancillary Services ("**Agreement**") is entered into between the City of Tracy, a municipal corporation ("**City**"), and SHI International Corp, a New Jersey State corporation ("**Vendor**"). City and Vendor are referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

- A. City desires to procure technology products, and related ancillary services related to the design, installation and delivery of said goods.
- B. Pursuant to Tracy Municipal Code 2.20.220, the City is utilizing a cooperative purchasing agreement to purchase the Equipment. All formal contract and bidding procedures to be followed in such cases shall be those specifically enumerated in the voluntary cooperative purchasing agreement or program.
- C. The City is utilizing OMNIA Partners Cooperative (OMNIA) purchasing agreement to procure Information Technology Solutions and Services. OMNIA Partners, Public Sector is a cooperative purchasing organization established for public agencies across the United States with the specific purpose of reducing procurement costs by leveraging group volume. OMNIA and the Vendor entered into an agreement for the purchase of technology products and ancillary services related to said good in accordance with the cooperative agreement, more particularly described as the City of Mesa Arizona Contract No 2024056-02 as established by OMNIA partners formerly known as NIPA (Contract).(**Exhibit A**)
- D. After negotiations between the City and the vendor, the parties have reached an agreement for purchase of such equipment in accordance with the terms set for in this agreement.
- E. This Agreement is being executed pursuant to Resolution No. _____, which was adopted by the City Council for the City of Tracy on _____.

Now, therefore, the Parties mutually agree as follows:

1. **CONTRACT APPLICABILITY.** The Contract is fully incorporated herein by reference, except as expressly modified herein, and the Parties agree to abide by the terms set forth therein. All capitalized terms used herein but not defined shall have the meaning attributed to them in the Contract.
 - 1.1. **GOODS.** The City agrees to purchase, and the Vendor agrees to sell, the Goods as more specifically outlined and described in **Exhibit B ("Goods and Ancillary Services")**. attached hereto and incorporated herein by reference. The Goods shall comply with all of the standards and specifications outlined in **Exhibit B.**
2. **NO SUBSTITUTIONS; AUTHORIZED REPRESENTATIVE.** There shall be no substitution of Goods without the prior written authorization of the City. All Goods shall be manufactured by or under the direct supervision of, the Vendor's Authorized Representative: _____. Vendor shall not replace its Authorized Representative without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel may result in the termination of this Agreement.

3. **DELIVERY DATES.** The Goods must be shipped and must arrive at the destination and Ancillary Services must be provided by the Vendor as outlined in the detailed Delivery Timeline, specified in **Exhibit C “Delivery Date”.** **Exhibit C** specifies the outside delivery date of all Goods, as required by the City. However, Vendor seek additional time to verify the specific delivery dates of each batch of Goods, and the City agrees that the Vendor can provide that written confirmation prior to payment by the City of any Invoice.

3.1. Any failure by the vendor to meet the Delivery Timeline will constitute a material default of this Purchase Agreement and the City may cancel any Goods not delivered in a timely manner without liability. The Vendor must notify the City immediately if the Vendor reasonably believes the Vendor will not be able to meet the Delivery Timeline for any reason and provide the City with a schedule that the Vendor reasonably believes it will be able to meet. It is within the City’s discretion whether it will accept the revised timeline.

4. **PURCHASE PRICE.** City shall pay Vendor on a fixed fee basis, at the fee amounts outlined in **Exhibit D (“Purchase Price”)**, attached and incorporated by reference.

4.1 **NOT TO EXCEED AMOUNT.** Vendor's total contract amount, for the aggregate of the Goods under this Agreement shall not exceed \$500,000 (Five hundred thousand dollars) annually, per calendar year for the term of the contract described as the City of Mesa Arizona Contract No 2024056-02, which is to terminate on July 1, 2034. No work shall be performed by Vendor in excess of the total contract amount provided in this section without the City’s prior written approval.

4.2 **INVOICES.** Vendor shall submit invoices per the outlined schedule in Purchase of Goods in Exhibits C. Vendor’s failure to submit invoices in accordance with these requirements may result in the City rejecting said invoices and thereby delaying payment to Vendor.

4.3 **PAYMENT.** Within 30 days after the City’s receipt of the invoice, City shall make payment to the Vendor based upon the Goods and Ancillary Services described on the invoice and approved by the City.

City shall not have an obligation to remit any payments for damaged Goods, Good that are not accepted In writing or delivery of Goods beyond the deadlines agreed upon by the parties in **Exhibit C.**

5. **CANCELLATION AND TERMINATION.** The City reserves the right to terminate or cancel any portion of this Purchase Agreement at any time prior to the delivery of Goods and Ancillary Services, with or without cause, by giving Vendor thirty days’ written notice, provided that if the termination is without cause, then Vendor shall be entitled to payment for the value of the percentage of completion as to any units already under production to the extent such amount of the amount in excess of any down payment amounts previously paid by the City. There shall be no period of grace after giving the notice of cancellation or termination. Cancellation or termination shall become effective immediately upon the giving of notice by personal delivery or mail.

6. **BREACH.** In the event of a breach of the Purchase Agreement by Vendor, City may terminate the Purchase Agreement immediately without notice, provided Vendor is provided a reasonable period of time to cure such breach. Vendor may not terminate this Purchase Agreement except for cause.

7. **DELIVERY RISK OF LOSS.** All orders will be Free on Board (FOB) origin if not otherwise specified. Risk of loss or damage to the Goods shall remain with the Vendor until the Goods have

been delivered. The City will be allowed a reasonable period of time to inspect the Goods and to notify Vendor of any nonconformance with the terms and conditions of the specifications. The City may reject any Goods that do not conform to the terms and conditions outlined under Exhibit B. Any Goods rejected may be returned to the Vendor at the Vendor's risk and expense. Notwithstanding any other provision to the contrary in the Agreement, all return of Goods shall be governed by Vendor's return policy attached hereto at www.shi.com/returnpolicy.

8. **INDEMNIFICATION.** Indemnification shall be per the OMNIA Partners Contract No. 2024056-02.

8.1 **PROVISION SURVIVAL.** The provisions of this Section 7 survive the completion of the services or the termination of this Agreement and are not limited by the provisions of Section 7 relating to insurance.

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

9.1 **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

9.2 **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.

9.3 **WORKERS' COMPENSATION.** coverage shall be maintained as required by the State of California.

9.4 **ENDORSEMENTS.** Vendor shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

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

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

9.5 **NOTICE OF CANCELLATION.** Vendor 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. Vendor shall immediately obtain a replacement policy.

- 9.6 INSURANCE CERTIFICATE.** Vendor shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.
- 9.7 SUBSTITUTE CERTIFICATES.** Vendor 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.
- 9.8 VENDOR'S OBLIGATION.** Maintenance of insurance by the Vendor as specified in this Agreement shall in no way be interpreted as relieving the Vendor of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Vendor 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.
- 10. PACKING AND SHIPPING.** Deliveries must be made as specified, without charge, for boxing, crating, or storage unless otherwise specified. Goods must be suitably packed to secure the lowest transportation costs and, in accordance with the requirements of common carriers, in a manner to assure against damage from weather or transportation. The City's order numbers and symbols must be plainly marked on all invoices, packages, and shipping orders. Packing lists specifying the quantity, description, and Purchase Agreement Number must accompany each box or packing shipment. The City's count or weight will be final and conclusive on shipments not accompanied by packing lists. Shipments for two or more destinations when so directed by the City will be shipped in separate boxes or containers for each destination, at no charge.
- 11. TAXES.** The Vendor must separately state on all invoices any taxes imposed by the local, state, or federal state government applicable to furnishing of Goods; provided, however, where a tax exemption is available, the tax must be subtracted from the total price and identified. Unless otherwise outlined in the Purchase Agreement, the Purchase Price will not be considered to include California state and city sales or use tax.
- 12. WARRANTY.** The Vendor warrants that all Goods will conform to applicable specifications, drawings, descriptions, and samples.
- 12.1** The Vendor's warranties, together with its service guarantees, must run to the City and its customers or users of the Goods and must not be deemed exclusive. The City's inspection, approval, acceptance, use of, and payment for all or any part of the Goods must in no way affect its warranty rights whether or not a breach of warranty had become evident in time.
- 13. INDEMNIFICATION/LIABILITY.**
- 13.1** To the fullest extent permitted by law, Vendor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines, or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, related to, arising out of, or resulting from: (1) misconduct by Vendor personnel under this Agreement; (ii) any negligent acts,

errors, mistakes or omissions by Vendor or Vendor personnel; and (iii) Vendor or Vendor personnel's failure to comply with this Agreement.

13.2 Vendor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.

13.3 the City assumes no liability for actions of Vendor and will not indemnify or hold Vendor or any third party harmless for claims based on this Agreement or use of Vendor-provided supplies or services.

13.4 In the event of any liability incurred by Vendor or any of its affiliates hereunder, including indemnification of City by Vendor, the entire liability of Vendor and its affiliates for damages from any cause whatsoever will not exceed \$5,000,000.00 over the entire term of the Agreement.

14. REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATIONS. Vendor 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 performed, or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

15. NOTICES. All notices, demands, or other communications that this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party at 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:

To Vendor:

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

16. MISCELLANEOUS

16.1 STANDARD OF CARE. Unless otherwise specified in this Agreement, the standard of care applicable to Vendor'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.

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

16.3 WAIVER. 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.

16.4 ASSIGNMENT AND DELEGATION. Vendor 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 consent to any subsequent assignment.

16.5 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.

16.6 COMPLIANCE WITH THE LAW. Vendor shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

16.6.1 HAZARDOUS MATERIAL. Vendor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of performing their services.

16.6.2 NON-DISCRIMINATION. Vendor represents and warrants that it is an equal opportunity employer and it shall not discriminate against any third-party vendor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Vendor 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.).

16.7 BUSINESS ENTITY STATUS. Vendor 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 Vendor. By entering into this Agreement, Vendor represents that it is not a suspended corporation. If Vendor is a suspended corporation at the time, it enters this Agreement, City may take steps to have this Agreement declared voidable.

16.8 BUSINESS LICENCE. Before the City signs this Agreement, Vendor shall obtain a City of Tracy Business License. Vendor shall maintain an active City of Tracy Business License during the term of this Agreement.

16.9 SUCCESSORS AND ASSIGNS. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

16.10 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.

16.11 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.

16.12 CONTROLLING PROVISIONS. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Vendor's proposal (if any), the

Agreement shall control. In the case of any conflict between the Exhibits hereto and the Vendor's proposal (if any), the Exhibits shall control.

16.13 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.

17. SIGNATURES. The individuals executing this Agreement on behalf of Vendor represent and warrant that they have the right, power, legal capacity, and authority to enter and execute this Agreement on behalf of Vendor.

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy, a Municipal Corporation

SHI International Corp

By: _____
Dan Arriola
Title: Mayor
Date: _____

DocuSigned by:
Kristina Mann
By: _____
Kristina Mann
Title: Director - Contracts
Date: 3/13/2025

Attest:

Federal Employer Tax ID No. 22-3009648

Necy Lopez, Acting City Clerk

Approved as to form:

Andrew Shen, Interim City Attorney

Exhibits:

- A City of Mesa Arizona Contract No 2024056-02 as established by OMNIA partners.
- B Goods, Commodities and Ancillary Services
- C Delivery Timeline
- D Purchase Price

EXHIBIT A

EXHIBIT A – City of Mesa Arizona Contract No 2024056-02 as established by OMNIA partners

EXHIBIT B

Exhibit B-Goods, Commodities and Ancillary Services

1. **SCOPE OF WORK:** For the purchase of Information Technology Solutions, Products, and Services.
2. **ORDERING.** Although the City is open to alternate ordering methods, the primary methods for customers placing orders with the Supplier are the following:
 - a. Online
 - b. Email
 - c. Telephone
 - d. Fax
3. **DELIVERY REQUIREMENT.** The contractor agrees to deliver all products to the desktop of the ordering customer and be delivered F.O.B. destination, freight pre-paid and allowed to various locations throughout the City. In many cases within the City, the Contractor may be asked to deliver all goods to the front counter within a given department. This is the City of Mesa requirement and other participating agencies may have other delivery requirements.
4. **SCOPE OF PRODUCTS.** The intent of this solicitation is to establish a contract with the ability to purchase a comprehensive, wide variety of Information Technology Solution Products and Services including but not limited to the following categories:
 - a. **Software:** National brand name Microsoft, Google, Oracle, Enterprise applications/solutions, cyber security applications/solutions, etc.
 - b. **Personal Computer Systems:** National brand name desktop PCs, notebooks, laptops, tablets, and other related devices from Enterprise Tier and Middle Tier Contractors that are business related computers, manufactured by companies, such as Apple, COMPAQ, Dell, Gateway, Hewlett Packard, IBM / Lenovo, Panasonic, and Toshiba. Product will include the operation system license, software media and documentation in the hardware shipment.
 - c. **Standard Business Workstation:** These will be used for typical tasks, which will include word processing, spreadsheet analysis, database management, business graphics, statistical analysis, internet, and other office automation activities. Product will include the operating system license, software media, and documentation in the hardware shipment.
 - d. **High End Workstation:** These will be used by application developers using GIS, CASE or other high-level language development tools, Computer Aided Design and Drafting professional, Internet Application developers or other sophisticated application work. Product will include the operating system license, software media and documentation in the hardware.
 - e. **Laptop Computer or Notebook:** These will be used by traveling or remote access user for typical office automation and business productivity use. With a port replicator or docking station, it may also be used as a standard desktop. Product will include the operating system license, software media and documentation in the hardware shipment.
 - f. **Network Equipment:** This includes equipment primarily used for communications over an IP network. This includes servers (physical and virtual), layer 2 and layer 3 switches, routers, area wireless access points, point-to-point wireless access, optics, media interfaces (i.e. serial, T1,

T3, OC2) and fiber channel. Class of equipment should include home office, small and medium business, and enterprise. Contractors may include, but not limited to, Cisco Systems, Dell, Juniper Networks, HP, Extreme Networks, Enterasys Networks, D-Link, Netgear, and Brocade Communications Systems.

- g. Monitors: These will include plug and play compatible monitors that are manufactured for the above systems and/or any other brand that may be specifically called for by the ordering entity and which meet the most current UL and OSHA requirements.
- h. Computer and Network Products, Peripherals, Accessories, and Components: Complete availability of major manufacturer's product lines on items such as, but not limited to RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, monitors, AV equipment, unified communications hardware, mobility hardware, modems, routers, switches, keyboards, drives, memory cards, cables, batteries, power management, supplies, etc.
- i. Information Technology/Educational Furniture: Includes furniture design, delivery, installation, parts, maintenance, and repair and replacement.
- j. Services: Services such as, but not limited to cloud computing, consulting, technical support, leasing/financing, trade-ins, repair, design, analysis, configuration, implementation, installation, training, maintenance, advisory, managed and support services, staff augmentation, professional services, etc. In addition, services that are related to the design, use, or operation of the products being purchased such as system configurations, testing, hardware/software installation, upgrades, imaging, etc. Services may also include materials, equipment, and supplies provided by the Reseller under an SOW.

Note: All hardware should come assembled. For example, if extra memory, additional drives, or peripherals are ordered, the Contractor must install them unless the Participating Agency requests, that they not be installed.

- k. Comprehensive Product Offering: Offeror's complete catalog and services offered shall be available. Each offeror awarded a contract under this solicitation may offer their complete product and service offering. Pricing for products and services must be entered on the appropriate section of the Price Page. The City reserves the right to accept or reject any or all items offered.
 - l. Financing: Options available such as lease programs and conditional sales contracts.
5. **LICENSES**. Participating Agencies may be required to sign a separate agreement, rider, or End User Licensing Agreement ("EULA"), etc., as required by manufacturers.
6. **DEFECTIVE PRODUCT**. All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping, or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) business days of initial notification.

EXHIBIT C

Exhibit C-Delivery Timeline

Delivery shall be made to the location(s) contained in the Scope of Work within thirty (30) days after the receipt of an Order. Contractor agrees to deliver all Products to the desktop of the ordering customer be delivered F.O.B. destination, freight pre-paid and allowed to various locations throughout the City. The

City of Mesa shall be responsible for extra incurred fees for expedited shipping or other special delivery requirements. In may cases within the City, the Contractor may be asked to deliver all goods to the front counter within a given department; this is a City requirements and other participating agencies who utilize this agreement as a cooperative contract (see Exhibit C, Mesa Standard Terms & Conditions) may have other delivery requirements.

EXHIBIT D

Exhibit D-Purchase Price

Item #	Product	Product / Group	Proposed Discount	Manufacturer Name
1.0	Group 1 – Systems	1) Desktops	3%	Full Catalog (Examples are HPE, Dell, Lenovo, Acer, Apple, etc.)
		2) Notebooks	3%	Full Catalog (Examples are HPE, Dell, Lenovo, Acer, Apple, etc.)
		3) Tablets	3%	Full Catalog (Examples are HPE, Dell, Lenovo, Acer, Apple, etc.)
		4) Servers (Physical and Virtual) (1 Professor, 2 Processor, 4+ Professor, Blade, Tower, Unix, Handhelds, etc.)	3%	Full Catalog (Examples are HPE, Dell, Lenovo, Acer, Apple, etc.)
2.00	Group 2 – Input Devices	5) Keyboards	5%	Full Catalog
		6) Mice	5%	Full Catalog
		7) Imaging Scanners	5%	Full Catalog
		8) POS Scanners	5%	Full Catalog
		9) Pointing Devices	5%	Full Catalog
		10) Bar Code Readers	5%	Full Catalog
		11) Audio Input	5%	Full Catalog
		12) Input Adapters	5%	Full Catalog
		13) PC and Network	15%	Full Catalog

		Cameras		
		14) Input Cables	15%	Full Catalog
		15) Input Accessories	15%	Full Catalog
3.00	Group 3 – Output Devices	16) Displays	3%	Full Catalog
		17) Printers	5%	Full Catalog
		18) Inkjet Printers	5%	Full Catalog
		19) Inkjet Photo Printers	5%	Full Catalog
		20) Laser Printers	5%	Full Catalog
		21) Label Printers	5%	Full Catalog
		22) Dot Matrix Printers	5%	Full Catalog
		23) Multi-Function Printers	5%	Full Catalog
		24) Wide Format Printers	5%	Full Catalog
		25) Multi-Function Inkjet Printers	5%	Full Catalog
		26) Wide Format Printers	5%	Full Catalog
		27) Fax Machine Printers	5%	Full Catalog
		28) Printer Accessories	5%	Full Catalog
		29) Projectors	5%	Full Catalog
		30) Projector Accessories	5%	Full Catalog
		31) Audio Input	5%	Full Catalog
		32) Video Cards	5%	Full Catalog
		33) Sound Cards	5%	Full Catalog
		34) Output Accessories	5%	Full Catalog
		35) Printer Consumables	5%	Full Catalog
4.00	Group 4 – Memory	36) Desktop	5%	Full Catalog
		37) Flash	5%	Full Catalog
		38) Networking	5%	Full Catalog
		39) Notebook	5%	Full Catalog

		40) Printer / Fax	5%	Full Catalog
		41) Server	5%	Full Catalog
5.00	Group 5 – Storage Devices	42) Adapters Fibre Channel	5%	Full Catalog
		43) Adapter FireWire / SUB	5%	Full Catalog
		44) Adapters IDE/ATA/SATA	5%	Full Catalog
		45) Adapters RAID	5%	Full Catalog
		46) Adapters SCSI	5%	Full Catalog
		47) Bridges & Routers	5%	Full Catalog
		48) Disk Arrays	5%	Full Catalog
		49) Disk Arrays JBOD	5%	Full Catalog
		50) Drives Magneto-Optical	5%	Full Catalog
		51) Drives Removable Disks	5%	Full Catalog
		52) Fiber Channel Switches	5%	Full Catalog
		53) Hard Disks – External	5%	Full Catalog
		54) Hard Disks – Fibre Channel	5%	Full Catalog
		55) Hard Disks – IDE/ATA/S	5%	Full Catalog
		56) Hard Disks – Notebook	5%	Full Catalog
		57) Hard Disks – SCSI	5%	Full Catalog
		58) Networking Accessories	5%	Full Catalog
		59) Optical Drives – CD-ROM	5%	Full Catalog
		60) Optical Drives – CD-RW	5%	Full Catalog
		61) Optical Drives – DVD-CD	5%	Full Catalog
		62) Optical Drives – DVD-RW	5%	Full Catalog
		63) Storage Accessories	5%	Full Catalog
64) Storage – NAS	5%	Full Catalog		
65) Storage – SAN	5%	Full Catalog		
66) Tape Autoloaders – AIT	5%	Full Catalog		

		67) Tap Autoloaders – DAT	5%	Full Catalog
		68) Tape Autoloaders – DLT	5%	Full Catalog
		69) Tape Autoloaders – LTO	5%	Full Catalog
		70) Tape Drives – 4mm	5%	Full Catalog
		71) Tape Drives – 8mm/VXA	5%	Full Catalog
		72) Tape Drives – AIT	5%	Full Catalog
		73) Tape Drives – DAT	5%	Full Catalog
		74) Tape Drives – DLT	5%	Full Catalog
		75) Tape Drives – LTO/Ultrium	5%	Full Catalog
		76) Tape Drives SDLT	5%	Full Catalog
		77) Tape Drives - Travan	5%	Full Catalog
6.00	Group 6 – Network Equipment	78) 10/100 Hubs & Switches	5%	Full Catalog
		79) Bridges & Routers	5%	Full Catalog
		80) Gigabit Hubs & Switches	5%	Full Catalog
		81) Concentrators & Multiplexers	5%	Full Catalog
		82) Hardware Firewalls	5%	Full Catalog
		83) Intrusion Detection	5%	Full Catalog
		84) KVM	5%	Full Catalog
		85) Modems	5%	Full Catalog
		86) Network Test Equipment	5%	Full Catalog
		87) Networks Adapters	5%	Full Catalog
		88) Network Cables	15%	Full Catalog
		89) Network Accessories	5%	Full Catalog
		90) Repeaters & Transceivers	5%	Full Catalog
		91) Wireless LAN Accessories	5%	Full Catalog
		92) Token Authentication	5%	Full Catalog

		93) 10G Fiber Optic Transceivers	5%	Full Catalog
		94) 1G Fiber Optic Transceivers	5%	Full Catalog
7.00	Group 7 – Software	95) Licensing Packages (e.g., Microsoft)	4%	Full Catalog (Examples are Microsoft, Adobe, Vmware, etc.)
		96) Licensing Backup	4%	Full Catalog
		97) Licensing Barcode/OC	4%	Full Catalog
		98) Licensing Business Application	4%	Full Catalog
		99) Licensing CAD/CAM	4%	Full Catalog
		100) Licensing – Cloning	4%	Full Catalog
		101) Licensing – Computer Services	4%	Full Catalog
		102) Licenseince – Database	4%	Full Catalog
		103) Licensing – Development	4%	Full Catalog
		104) Licensing – Entertainment	4%	Full Catalog
		105) Licensing – Financial	4%	Full Catalog
		106) Licensing – Flow Chart	4%	Full Catalog
		107) Licensing – Graphic Design	4%	Full Catalog
		108) Licensing – Handheld	4%	Full Catalog
109) Licensing – Network OS	4%	Full Catalog		
110) Licensing – OS	4%	Full Catalog		
111) Licensing – Personal Organization	4%	Full Catalog		
112) Licensing – Presentation	4%	Full Catalog		
113) Licensing – Reference	4%	Full Catalog		
114) Licensing – Report	4%	Full Catalog		

Analysis			
115) Licensing – Spreadsheet	4%	Full Catalog	
116) Licensing – Utilities	4%	Full Catalog	
117) Licensing – Warranties	4%	Full Catalog	
118) Licensing – Web Development	4%	Full Catalog	
119) Licensing – Word Processing	4%	Full Catalog	
120) Software – Backup	4%	Full Catalog	
121) Software – Barcode / OCR	4%	Full Catalog	
122) Software – Business Application	4%	Full Catalog	
123) Software – CAD/CAM	4%	Full Catalog	
124) Software – Cloning	4%	Full Catalog	
125) Software – Computer Services	4%	Full Catalog	
126) Software – Database	4%	Full Catalog	
127) Software – Development	4%	Full Catalog	
128) Software – Entertainment	4%	Full Catalog	
129) Software – Financial	4%	Full Catalog	
130) Software – Flow Chart	4%	Full Catalog	
131) Software – Graphic Design	4%	Full Catalog	
132) Software – Handheld	4%	Full Catalog	
133) Software – OS	4%	Full Catalog	
134) Software – Personal Organization	4%	Full Catalog	
135) Software – Presentation	4%	Full Catalog	
136) Software – Reference	4%	Full Catalog	
137) Software – Report	4%	Full Catalog	

		Analysis		
		138) Software – Spreadsheet	4%	Full Catalog
		139) Software – Utilities	4%	Full Catalog
		140) Software – Warranties	4%	Full Catalog
		141) Software – Web Development	4%	Full Catalog
		142) Software – Word Processing	4%	Full Catalog
8.00	Group 8 – Media Supplies	143) Media – 4mm tape	5%	Full Catalog
		144) Media – AIT tape	5%	Full Catalog
		145) Media – DAT tape	5%	Full Catalog
		146) Media – DLT tape	5%	Full Catalog
		147) Media LTO / Ultrium tape drive	5%	Full Catalog
		148) Media – Magneto – Optical	5%	Full Catalog
		149) Media – Optical	5%	Full Catalog
		150) Media – SLR tape	5%	Full Catalog
		151) Media – Travan tape	5%	Full Catalog
		152) Media – VXA tape	5%	Full Catalog
		153) Media – zip	5%	Full Catalog
9.00	Group 9 – Collaboration & IP Telephony	154) IP phones	15%	Full Catalog
		155) Video conferencing products	15%	Full Catalog
		156) Monitors/TV's	3%	Full Catalog
		157) Mounts	5%	Full Catalog
		158) Voice gateways / servers	15%	Full Catalog
		159) Headsets	15%	Full Catalog
		160) Audio conferencing products	5%	Full Catalog
		161) Analog phones	15%	Full Catalog

		162) Accessories	15%	Full Catalog
10.00	Group 10 - Other	163) Advanced Integration	5%	Full Catalog
		164) Asset Disposal	5%	Full Catalog
		165) Asset Management	5%	Full Catalog
		166) Cables	15%	Full Catalog
		167) Cables – custom	15%	Full Catalog
		168) Cables – printer	15%	Full Catalog
		169) Cloud Storage and Services (such as Azure, Amazon, Wasabi, etc.)	0%	Full Catalog
		170) Complex warranties	5%	Full Catalog
		171) Desktop Accessories	5%	Full Catalog
		172) Display Accessories	5%	Full Catalog
		173) Electronic Services	5%	Full Catalog
		174) Handheld Accessories	5%	Full Catalog
		175) Imaging Accessories	5%	Full Catalog
		176) Imaging – Camcorders	15%	Full Catalog
		177) Imaging – Digital Cameras	15%	Full Catalog
		178) Intrenal Lab Service	0%	Full Catalog
		179) Lab fees	0%	Full Catalog
		180) Managed Services	0%	Full Catalog
		181) Miscellaneous solutions	0%	Full Catalog
		182) Mounting hardware for vehicles	5%	Full Catalog
183) Networking Warranties	5%	Full Catalog		
184) Notebook Accessories	5%	Full Catalog		
185) Notebook Batteries	5%	Full Catalog		
186) PC Lab order services	0%	Full Catalog		

		187) POS Accessories	5%	Full Catalog
		188) POS Displays	3%	Full Catalog
		189) Power Accessories	5%	Full Catalog
		190) Power Surge Protection	5%	Full Catalog
		191) Power UPS	5%	Full Catalog
		192) Server Accessories	5%	Full Catalog
		193) Service Charge	0%	Full Catalog
		194) System Components	5%	Full Catalog
		195) Training Courses	0%	Full Catalog
		196) Training Reference Manuals	0%	Full Catalog
		197) Warranties – Electronic	5%	Full Catalog
		198) iPad / Tablet Stylus	5%	Full Catalog
		199) Mouse / Wrist Pads	5%	Full Catalog
		200) Security Locks and Hardware	5%	Full Catalog
		201) Tools	0%	Full Catalog
		203) Document Scanner Accessories	5%	Full Catalog
		204) Flatbed Scanners	5%	Full Catalog
		205) Mobile Scanners	5%	Full Catalog
		206) Network Scanners	5%	Full Catalog
		207) Sheetfed Scanners	5%	Full Catalog
		208) Wide Format Scanners	5%	Full Catalog
		209) Workgroup / Department Scanner	5%	Full Catalog
		210) Build to Order Desktops	3%	Full Catalog
		211) Nettop	3%	Full Catalog
		212) Point of Sale	3%	Full Catalog

		213) Ultra Small Form Factor	3%	Full Catalog
		214) Apple / Mac Memory Upgrades	5%	Full Catalog
		215) Chips / SIMMs/SIPPs / ROMs	5%	Full Catalog
		216) Computer Cases	5%	Full Catalog
		217) CPUs / Fans	5%	Full Catalog
		218) Memory Accessories	5%	Full Catalog
		219) Motherboards / Chassis	3%	Full Catalog
		220) 1 – 2 port Serial Boards	3%	Full Catalog
		221) 3+ port Serial Boards	3%	Full Catalog
		222) Console Server	3%	Full Catalog
		223) Device Server	3%	Full Catalog
		224) Terminal Server	3%	Full Catalog
		225) Content Management	0%	Full Catalog
		226) Firewall / VPN Appliances	5%	Full Catalog
		227) Multifunction Security Appliances	5%	Full Catalog
		228) Network Camera Accessories	5%	Full Catalog
		229) Network Cameras	15%	Full Catalog
		230) Physical/Environmental Security	0%	Full Catalog
		231) Security Appliance Accessories	5%	Full Catalog
		232) Security Tokens	4%	Full Catalog
		233) Unified Threat Management	4%	Full Catalog
		234) 2-way Radios / Walkie Talkies	5%	Full Catalog
		235) Apple Notebooks	3%	Full Catalog

		236) Convertible PCs / Slate PCs / iPad	3%	Full Catalog
		237) iPad	3%	Full Catalog
		238) Slate Tablet Computers	3%	Full Catalog
		239) GPS / PDA	3%	Full Catalog
		240) Wireless Communication Devices	5%	Full Catalog
		241) Batteries	5%	Full Catalog
		242) Power Supplies / Adapters	5%	Full Catalog
		243) Rackmount Equipment	5%	Full Catalog
		244) Remote Power Management	5%	Full Catalog
		245) Surge Suppressors	5%	Full Catalog
		246) UPS / Battery Backup	5%	Full Catalog
		247) 14" & smaller LCD Display	3%	Full Catalog
		248) 15-19" LCD Display	3%	Full Catalog
		249) 15-19" Wide LCD Display	3%	Full Catalog
		250) 15-19" Wide LED Display	3%	Full Catalog
		251) 20-30" LCD Display	3%	Full Catalog
		252) 20-30" Wide LCD Display	3%	Full Catalog
		253) 20-30" Wide LED Display	3%	Full Catalog
		254) PCoIP and Zero Client Displays	3%	Full Catalog
		255) Arm Mounts	5%	Full Catalog
		256) Ceiling Mounts	5%	Full Catalog
		257) Combo Mounts	5%	Full Catalog

		258) Desktop Stands / Risers	5%	Full Catalog
		259) Flat Wall Mounts	5%	Full Catalog
		260) Mounts Accessories	5%	Full Catalog
		261) Pole Display	3%	Full Catalog
		262) Stands / Carts / Feet	5%	Full Catalog
		263) Tilt Wall Mounts	5%	Full Catalog
		264) C-Cure Products	4%	Full Catalog
		265) Istar Products	5%	Full Catalog
		266) Information Technology/Educational Furniture	5%	Full Catalog
11.00	Group 11 - Services	SERVICE	STANDARD HOURLY RATE	DISCOUNT FROM STANDARD RATE
		Hourly rates are for SHI and current approved partner-performed services for standard engagements. Highly skilled projects and new partners may carry higher rates.		
		267) Data / Mobility Architect Consultant	\$325.00	0%
		268) Design and Analysis	\$325.00	0%
		269) Cable Technician	\$115.00	0%
		270) Configuration	\$325.00	0%
		271) Engineer	\$225.00	0%
		272) Implementation	\$225.00	0%
		273) Installation	\$225.00	0%
		274) Project Coordinator	\$85.00	0%
		275) Project Manager	\$185.00	0%
		276) Technician	\$90.00	0%
		277) Training	\$225.00	0%
		278) Maintenance & Support	\$225.00	0%
		279) Solution Architect /	\$275.00	0%

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL
RESOLUTION NO. _____

APPROVING A PURCHASE AGREEMENT FOR INFORMATION TECHNOLOGY GOODS, COMMODITIES AND ANCILLARY SERVICES WITH SHI INTERNATIONAL CORP., UTILIZING OMNIA PARTNERS COOPERATIVE PURCHASE PROGRAM FOR A TOTAL NOT TO EXCEED AMOUNT OF \$500,000 PER CALENDER YEAR AND WITH TERM EXPIRING ON JULY 1, 2034.

WHEREAS, the Innovation and Technology (IT) Department supports more than 750 digital computers, printers, servers, mobile devices on a large and complex wired and wireless secure computer data network; and

WHEREAS, this includes equipment specific in the Police Vehicles and specialized devices for the Investigations unit to support the needs of the Police Department, also multi-media services and public access through Channel 26 require technology platforms that are reliable and accessible to the public and that require regular maintenance and replacement to ensure reliable service delivery; and

WHEREAS, each year due to the rising number of employees within the organization, rising cost, and additional software features the cost for technology purchases increases and utilizing a competitive cooperative agreement from a reputable vendor for routine purchases ensures cost effective pricing and the timely availability of technology that meet the City's needs; and

WHEREAS, the City of Tracy (City) is proposing to utilize the OMNIA Cooperative Purchasing Agreement #2024056-02 contract with SHI International Corp., for a term that ends on July 1, 2034, for Information Technology Solutions and services for an amount not to exceed \$500,000; and

WHEREAS, staff has been using SHI International Corp., products for several years and the vendor has proven to be in good standing with the City of Tracy; and

WHEREAS, authorizing the use of this cooperative agreement will allow the City to procure products and services in a timely manner and to take advantage of the significant discounts in this agreement, as well as create efficiencies for staff; and

WHEREAS, the proposed purchase with SHI International Corp. for routine Technology purchases has been approved by City Council in the 2024-2025 Fiscal Year budget and will be part of the budget request for Fiscal Year 2025-2026 as a routine request that is in line with

expectation; now therefore be it

RESOLVED: That the City Council of the City of Tracy hereby approves the Purchase Agreement with SHI International Corp. utilizing OMNIA cooperative program for a term expiring on July 1, 2034, and for an amount not to exceed \$500,000 per calendar year.

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 15th day of April 2025 by the following vote:

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

DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST: _____
NECY LOPEZ
Acting City Clerk and Clerk of the Council of the
City of Tracy, California

Agenda Item 1.F

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution approving Contract Amendment 1 with CDW Government LLC, utilizing the OMNIA Partners cooperative purchase agreement for Information Technology Solutions and Services, increasing the spend authority to an amount not to exceed \$1,800,000 annually, for the original contract term expiring on April 30, 2028.

EXECUTIVE SUMMARY

This agenda item seeks adoption of a resolution approving Contract Amendment 1 with CDW Government LLC (Vendor). The amendment requests additional spending authority for routine technology solutions. Multiple City Departments, including Police, Public Works, Parks, and Innovation and Technology, utilize CDW-G for technology purchases due to the competitive pricing offered through the OMNIA Cooperative Purchase Agreement Contract #23-6692-02.

The need for this amendment stems from the lifecycle replacement of multiple technology systems and equipment, which has resulted in several large purchases from the Police Department and the Innovation and Technology Department consolidated within a single fiscal year.

Importantly, this request carries no additional budgetary implications. Each purchase made under this contract remains subject to the department-specific budgetary authority previously granted by the City Council through the annual fiscal year budgetary approval process.

BACKGROUND AND LEGISLATIVE HISTORY

The Innovation and Technology Department received City Council budget authorization through the Fiscal Year 2023-2024 budget process for the replacement and purchase of technology. Staff recommends utilizing the Contract between OMNIA and CDW-G for FY2023/24 and FY2024/25 for an amount not to exceed \$1,800,000 annually, subject to budget availability. This contract was originally approved by City Council on September 3, 2024, with a not to exceed amount of \$915,000. Due to several large one-time purchases, including the replacement of the Internet firewalls, the purchase of next generation cybersecurity protection for all computers and phones, the purchase of technology for the Police Real Time Information Center and the purchase of a large number of Mobile Data Computers for the police vehicles in addition to the annual Software Renewals this spend authority was not sufficient to cover all purchases.

Leveraging the competitive pricing offered through this agreement empowers the City to procure technology at optimal rates. Adoption of this resolution to utilize this cooperative purchase agreement does not entail any commitment to make a purchase, and it carries no additional budgetary implications as the purchases would be made subject to the Department's budgetary authority that the City Council has granted through the fiscal year budgetary approval process.

The IT Department supports more than 750 digital computers (see Table 1 below), printers, servers, mobile devices on a large and complex wired and wireless secure computer data network. This includes equipment specific in police vehicles and specialized devices for the Investigations unit to support the needs of the Police Department. Also, multi-media services and public access through Channel 26 require technology platforms that are reliable and accessible to the public and that require regular maintenance and replacement to ensure reliable service delivery. Each year due to the rising number of employees in Tracy, rising cost, and additional software features, the cost for technology purchases goes up.

Utilizing a competitive cooperative agreement from a reputable vendor for routine purchases ensures cost effective pricing and the timely availability of technology that meet the City's needs.

ANALYSIS

The City has a large computer infrastructure network, that connects the various remote sites throughout the City, this includes the Grand Theatre, Animal Shelter, Wastewater and Water Treatment Plants, the Airport, Transit Station, Community Center, etc. The data center in City Hall is the hub of this network. This network uses approximately 200 network devices (see Table 1 below) and software to support this equipment. This infrastructure is what allows users access to email, software applications (Word, Excel, Computer-Aided Dispatch, Records Management Systems, etc.), network drives, the Internet, private and public Wi-Fi, VoIP phones, and all other hosted services.

It is crucial to replace hardware at the end of its economic life and to consistently apply software updates and patches to fortify dependable operations and maintain a robust level of cybersecurity to allow the network to function reliably and with the proper cyber security tools.

TABLE 1 – Equipment summary

Equipment	2021/22	2022/23	2023/24
MDC's (Police mobile computers)	64	68	75
Citywide Computers	501	603	635
iPads	107	130	140
Desk Phones	454	779	800
Network Equipment	192	202	212

(Table 1 can be found on page 110 of the Tracy Digital Budget Book)

Over the past few years, substantial financial resources and personnel hours have been dedicated to updating and enhancing the software portfolio. This effort encompasses upgrading existing software to newer versions that offer higher productivity, migrating certain applications to the cloud, and introducing new software solutions. Notably, a considerable array of cybersecurity software has been incorporated to ensure compliance with audits and sustain a vigilant risk-aware stance. Also, investments in office productivity tools, such as digital document management and routing and digital signatures have increased. The current investment by the City in desktops, laptops, server equipment, and network infrastructure is a significant investment in assets. Scheduled replacements are determined based on the age and condition of the equipment, tracked through the City's IT asset inventory system. The equipment refresh strategy follows a five-year life cycle on average, resulting in the replacement of approximately one fifth of the equipment each year. The annual replacement cost varies, particularly when high-value components like internet Firewalls need refreshing.

In addition to traditional infrastructure, the City embraces cloud-based software solutions such as Outlook for email and cloud data storage for files and backups. Maintenance of software applications is ensured through agreements with vendors, covering version upgrades, patches, and support to address any problems or issues arising with the equipment or software. In fiscal year 2024, the combined expenditure on hardware replacements and cloud software and services amounted to approximately \$2,197,117, as detailed in the budget book. Expectations indicate a gradual increase in this amount, driven by the City's expanding user count (and subsequent software license needs), a rising reliance on cloud storage and services, and the associated costs of these services.

The City has used CDW-G for the purchase of various products and services in the past years with great results. Most of these purchases are below the \$50,000 threshold and thus use the standard 3-quote procurement process. CDW-G provides the lowest price in an overwhelming majority of these purchases.

Authorizing the use of this cooperative agreement will allow the City to procure products and services in a timely manner and to take advantage of the significant discounts in this agreement, as well as create efficiencies for staff in terms of fewer staff reports, contract routings, and requests for quotes, which impacts multiple departments across the City.

FISCAL IMPACT

The proposed purchase with CDW-G for routine technology purchases has been approved in the 2024-2025 Fiscal Year budget and will be part of the budget request for Fiscal Year 2025-2026.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution approving Contract Amendment 1 with CDW Government LLC, utilizing the OMNIA Partners cooperative purchase agreement for Information Technology Solutions and Services, increasing the spend authority to an amount not to exceed \$1,800,000 annually, for the original contract term expiring on April 30, 2028.

Prepared by: Norbert Ruijling, Chief Innovation Officer

Reviewed by: Sara Castro, Director of Finance
Andrew Shen, Interim City Attorney

Approved by: Arturo M. Sanchez, Assistant City Manager

Attachments:

Attachment A: Amendment No. 1 to Professional Services Agreement

Attachment A

Amendment No. 1 To Professional Services Agreement

This Amendment No. 1 (**Amendment**) to the Professional Services Agreement entered between the City of Tracy, a municipal corporation (**City**), and CDW-Government, an Illinois LLC. (**Vendor**) dated _____ (**Agreement**) is entered into as of the date of last signature below. City and Consultant are referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

- A. The Agreement was executed pursuant to the authority granted in Resolution No. 2024-146, approved by the Tracy City Council on September 3, 2024.
- B. The Agreement had an initial term of 4 year(s) with a not to exceed annual amount of \$915,000 annually per calendar year.
- C. The term of the original Agreement expires on April 30, 2028.

Now therefore, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

- 1. **Not to Exceed Amount.** Pursuant to Section 4.1 the Agreement, the City hereby increases the not to exceed amount to \$1,800,000 per calendar year.
- 2. **Effect.** The Parties hereto ratify the Agreement and, except as expressly modified by this Amendment, all provisions of the Agreement will remain unchanged and in full force and effect.
- 3. **Entire Agreement.** This Amendment represents the entire agreement and understanding of the Parties and shall supersede any prior agreement—written or oral—between the Parties. This Amendment will not be valid and enforceable until executed by all of the Parties hereto. This Amendment may not be modified or altered except through a subsequent writing signed by both Parties.
- 4. **Severability.** If any term of this Amendment is held invalid by a court of competent jurisdiction, this 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 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. This Amendment may be executed in one or more counterparts. All counterparts so executed shall constitute one contract, binding on all Parties, even though all Parties are not signatory to the same counterpart.

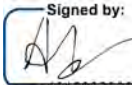
The Parties agree to the full performance of the terms set forth here.

City of Tracy – Amendment No. 1 to Agreement with CDW-Government, LLC.

City of Tracy

Consultant

By: _____
Midori Lichtwardt

By:  _____
Signed by:
Brian Fisher

Title: City Manager

Title: Director of Program Management

Date: _____

Date: 3/18/2025 | 12:55 PM PDT

Federal Tax Employer ID No. 36-3310735

Attest:

By: _____
Necy Lopez, Acting City Clerk

Approved as to form.

By: _____
Andrew Shen, Interim City Attorney

Exhibits:

- A – Professional Services Agreement
- B – Contractor Affidavit and Agreement
- C – Master Intergovernmental Cooperative Agreement, Example
- D – Scope of Work

APPROVED AS TO FORM AND LEGALITY


CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL
RESOLUTION NO. 2025-044

- (1) MAKING A DETERMINATION THAT COMPLIANCE WITH STANDARD PROCUREMENT PROCEDURES FOR CERTAIN SOFTWARE SERVICES IS NOT IN THE BEST INTERESTS OF THE CITY AND DISPENSING WITH THESE REQUIREMENTS PURSUANT TO TRACY MUNICIPAL CODE SECTION 2.20.140
- (2) APPROVING THE EXECUTION OF AN AMENDMENT TO AN EXISTING CONTRACT WITH GRANICUS LLC. ADDING SERVICES TO REDESIGN AND MODERNIZE CITY'S WEBSITE AND EXTENDING THE TERM FOR AN ADDITIONAL FOUR YEARS FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$102,400 ANNUALLY.

WHEREAS, the City of Tracy is proposing to enter into a contract amendment with Granicus, LLC. for an additional term of four years and continue its existing software license with Granicus, LLC. which will add services to redesign and modernize the City's website and continue with existing software that supports agenda management, website hosting and a newer version of the Content Management System, Channel 26 streaming and expand with closed captioning services; and

WHEREAS, staff has been using Granicus products for several years and the tools have provided great productivity for staff both in agenda management and for Channel 26; and

WHEREAS, staff recommends that it is in the best interest of the City to continue with Granicus, LLC. and not switch providers due to the market leadership that Granicus, LLC. has, as well as the proven track record with the City of Tracy; and

WHEREAS, staff recommends that the City enter into a four-year contract amendment with Granicus, LLC. and procure additional services to further improve the website and provide tools that make the website ADA accessible by January 1, 2026; and

WHEREAS, the City's existing agreement with Granicus, LLC. for the current suite of software is \$95,564 and the additional costs for the website redesign and more advanced Content Management System that enables ADA compliance will raise the not to exceed amount to \$102,400 annually, which surpasses the City Manager's signing authority; and

WHEREAS, staff is requesting that the City Council adopt a resolution approving an agreement with Granicus, LLC. for the licensing of Granicus, LLC. suite of products, pursuant to Tracy Municipal Code section 2.20.140;


WHEREAS, the contract amendment shall not exceed \$102,400 per fiscal year and extend the contract with an additional 4 years; now therefore be it

RESOLVED: That the City Council hereby determines that compliance with standard procurement procedures is not in the best interest of the City and dispense these requirements pursuant to Tracy Municipal Code Section 2.20.140; and therefore be it;

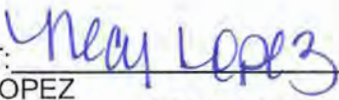
FURTHER RESOLVED: That the City Council of the City of Tracy hereby approves the execution of contract amendment 1 attached as Exhibit A with Granicus, LLC. adding services to redesign and modernize the City's website and extending the term for an additional 4 years for a total not-to exceed amount of \$102,400 annually, finding the proposed contract with Granicus is in the best interest of the City as this software provider is best suited to complete the needed improvements to the City's website, a critical public communications and safety tool, quickly under Tracy Municipal Code Section 2.20.140.

The foregoing Resolution 2025-044 was adopted by the Tracy City Council on the 4th day of March 2025 by the following vote:

AYES: COUNCIL MEMBERS: BEDOLLA, EVANS, NYGARD, ABERCROMBIE, ARRIOLA
NOES: COUNCIL MEMBERS: NONE
ABSENT: COUNCIL MEMBERS: NONE
ABSTENTION: COUNCIL MEMBERS: NONE



DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST: 

NECY LOPEZ
Acting City Clerk and Clerk of the Council of the
City of Tracy, California

Exhibits:
A. Granicus LLC. Contract Quote Amendment 1

First Amendment to the Granicus Service Agreement between Granicus, LLC and City of Tracy, CA

This First Amendment to the Granicus, LLC Service Agreement is effective on the date this document is signed and entered into by and between Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus (hereinafter referred to as "Granicus"), and City of Tracy, CA (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Client and Granicus entered into an Agreement effective 01 Nov 2023 (the "Agreement"); and

WHEREAS, in addition to Client's existing solution, Client wishes to add certain products and services as detailed in Q-393001, which is attached as Exhibit A and incorporated herein by reference; and

NOW, THEREFORE, in consideration of the premises, the parties intend that the Agreement be amended as follows:

1. Compensation shall be amended to include the fees detailed in Exhibit A. Exhibit A is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of the Client to provide applicable exemption certificate(s).
2. Except as amended by this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
3. In the event of any inconsistency between the provisions of this First Amendment and the documents comprising the Agreement, the provisions of this First Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives.

Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

City of Tracy, CA

Granicus

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

THIS IS NOT AN INVOICE

Exhibit A
Prepared for
City of Tracy, CA

Exhibit A

ORDER DETAILS

Prepared By: Vanessa Melgarejo
Phone:
Email: vanessa.melgarejo@granicus.com
Order #: Q-393001
Prepared On: 17 Jan 2025
Expires On: 18 Mar 2025

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Billing Term
End Date: 31 Oct 2025

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Terminating Subscriptions		
Solution	Quantity/Unit	Prior Annual Fee
govAccess - Maintenance, Hosting, & Licensing Fee - Core	0 Each	\$12,246.38
SUBTOTAL:		\$12,246.38

Upon the signing of this Agreement, annual fees for the terminating subscription(s) shall cease. Any pre-paid fees for the terminating subscription(s) after the signing of this Agreement will be prorated from the signing of this Agreement to the end of the Client's then-current billing term, credited, and such credit applied to the annual fees for new subscriptions.

Client will continue to have access to and use the terminating solution until the new subscription(s) is/are deployed.

Upon the deployment of Client's new solution as determined at Granicus' sole discretion, Granicus shall remove access to the Client's terminating subscription(s).

Existing Subscriptions			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Government Transparency Suite	Annual	1 Each	\$12,204.07
Upgrade to SDI 720p Streaming	Annual	1 Each	\$2,650.73
Granicus Encoding Appliance Software (GT)	Annual	1 Each	\$1,753.46
Open Platform Suite	Annual	1 Each	\$5,960.02
Agenda Automation - Tier 1	Annual	1 Each	\$13,336.16
govDelivery for Integrations	Annual	1 Each	\$0.00
Community Engagement - Tier 1	Annual	1 Each	\$5,334.22
Meeting Management - Tier 1	Annual	1 Each	\$10,001.50
Laserfiche Integration - Tier 1	Annual	1 Each	\$2,461.00

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Granicus Web - Enhanced Package	Milestones - 40/30/30	1 Each	\$31,500.00
Setup and configuration package: OpenForms License	Up Front	1 Each	\$0.00
Training: OpenForms	Upon Delivery	1 Each	\$0.00
OpenCities Security License - Services Setup and Configuration Package	Up Front	1 Hours	\$0.00
Setup and configuration package: OpenForms Workflow add-on	Up Front	1 Each	\$0.00
AzureAD Connector - Services Setup and Configuration Package	Up Front	1 Each	\$0.00
SUBTOTAL:			\$31,500.00

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
OpenForms Team License	Annual	1 Each	\$5,467.75
OpenCities SaaS License	Annual	1 Each	\$18,742.51
OpenCities Cloud Security License	Annual	1 Each	\$0.00
OpenForms Add-on: Workflow	Annual	1 Each	\$1,811.26
AzureAD Connector License	Annual	1 Each	\$1,250.00
SUBTOTAL:			\$27,271.52

Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Exceptions include Recurring Captioning Services, SMS, and Targeted Messages. Additional volume purchased will cover the period of 18 Mar 2025 - 31 Oct 2025 The additional volume and annual fees will be added to City of Tracy, CA's standard subscription and will be included in the next renewal period.

FUTURE YEAR PRICING

Solution(s)	Period of Performance			
	Year 2	Year 3	Year 4	Year 5
Government Transparency Suite	\$12,204.07	\$12,204.07	\$12,204.07	\$12,204.07
Upgrade to SDI 720p Streaming	\$2,836.28	\$3,034.82	\$3,247.26	\$3,474.56
Granicus Encoding Appliance Software (GT)	\$1,876.21	\$2,007.54	\$2,148.07	\$2,298.43
Open Platform Suite	\$6,377.22	\$6,823.62	\$7,301.28	\$7,812.37
Agenda Automation - Tier 1	\$14,269.69	\$15,268.57	\$16,337.37	\$17,480.98
govDelivery for Integrations	\$0.00	\$0.00	\$0.00	\$0.00
Community Engagement - Tier 1	\$5,707.62	\$6,107.15	\$6,534.65	\$6,992.08
Meeting Management - Tier 1	\$10,701.61	\$11,450.72	\$12,252.27	\$13,109.93
Laserfiche Integration - Tier 1	\$2,633.27	\$2,817.60	\$3,014.84	\$3,225.87
OpenForms Team License	\$5,850.49	\$6,260.02	\$6,698.22	\$7,167.10
OpenCities SaaS License	\$20,054.48	\$21,458.30	\$22,960.38	\$24,567.60
OpenCities Cloud Security License	\$0.00	\$0.00	\$0.00	\$0.00
OpenForms Add-on: Workflow	\$1,938.05	\$2,073.71	\$2,218.87	\$2,374.19
AzureAD Connector License	\$1,337.50	\$1,431.12	\$1,531.30	\$1,638.49
SUBTOTAL:	\$85,786.49	\$90,937.24	\$96,448.58	\$102,345.67

PRODUCT DESCRIPTIONS

Solution	Description
Government Transparency Suite	Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, and indexing of events.
Upgrade to SDI 720p Streaming	Upgrade to SDI 720p Streaming (requires Digital encoder and HD feed)
Granicus Encoding Appliance Software (GT)	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Agenda Automation - Tier 1	Agenda Automation - Tier 1Includes: 2 workflows, 1 post workflow, 2 forms and up to 4 meeting types
govDelivery for Integrations	<p>Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by govDelivery). Receive a monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus Advanced Network.</p> <p>Note: govDelivery integrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.</p>
Community Engagement - Tier 1	Community Engagement - Tier 1. Includes: Public Comment and Public Speaker Management
Meeting Management - Tier 1	Meeting Management - Tier 1Includes: 2 workflows, 1 post workflow
Laserfiche Integration - Tier 1	Laserfiche Integration - Tier 1

Solution	Description
Granicus Web - Enhanced Package	<p>The Enhanced package provides a citizen-focused website with a robust UX process. This package utilizes standard CMS functionality to create a modular homepage layout. It is recommended for organizations that have a small/medium website implementation team with the capacity to engage in a design process to feature their existing branding using proven design patterns for digital transformation.</p> <p>This package includes:</p> <ul style="list-style-type: none"> • Professional Project Management <ul style="list-style-type: none"> ○ Weekly / bi-weekly communication • Basic UX Consultation, which may include one (1) or more of the following based on consultation with client: <ul style="list-style-type: none"> ○ One (1) site analytics report based on Google Analytics ○ One (1) homepage heatmap analytics visualization ○ One (1) internal stakeholder survey ○ One (1) Community survey export ○ One (1) modular homepage wireframe based on predefined building blocks ○ Information Architecture (IA) best practices review • One (1) Content Rationalization Package (basic) <ul style="list-style-type: none"> ○ Best practices review, one (1) hour session ○ Site scrape loaded into AIM framework document • One (1) Visual Design Package <ul style="list-style-type: none"> ○ One (1) homepage design concept ○ Interior page sample ○ Mobile version sample ○ Up to three (3) rounds of design revisions • Up to two (2) CX features <ul style="list-style-type: none"> ○ choose from Granicus library • Development/CMS Implementation • Content Migration - up to one hundred (100) pages • QA & Accessibility Report • Remote Training <ul style="list-style-type: none"> ○ Delivered in three (3) non-consecutive sessions eight (8) hours total ○ Up to ten (10) people

Solution	Description
<p>OpenForms Team License</p>	<p>OpenForms is a digital forms builder specifically designed for Government. Government services can be complicated, but the experience for the residents accessing them shouldn't have to be. OpenForms is perfect for the business of government, with capabilities that will help you convert complex, multi-page forms and processes into simple, step-by-step online forms that adjust based on customers responses.</p> <p>The Team plan enables powerful form building for up to:</p> <ul style="list-style-type: none"> • 5 users, 50 published forms. <p>Key features include:</p> <ul style="list-style-type: none"> • Drag and drop form builder • Display logic and calculations • Payments • Insights dashboard • Form analytics • Support team access • Save responses • Unlimited responses • Data connections and API access • Up to: 10GB file uploads, 1,000 web API calls per hour <p>This package does not include premium features such as workflow, workspaces, form versioning or custom documents. For these features, please consider OpenForms Enterprise.</p>

Solution	Description
OpenCities SaaS License	<p>The OpenCities platform allows you to launch modern, easy to use websites that evolve to put the needs of your community at the center. The SaaS License includes:</p> <ul style="list-style-type: none"> • All OpenCities out of the box functionality (excluding optional/premium modules priced separately) • Platform setup and full project management • Managed cloud hosting via Microsoft AzureGov • Ongoing security updates • Ongoing product updates and enhancements • WCAG AA Accessibility maintained perpetually • 99.9% up-time guarantee and 24/7 support for Priority 1 issues (per SLA) • Comprehensive SLA and Support Ticketing system <p>See subscription agreement for details.</p>
OpenCities Cloud Security License	<p>Deployment of Imperva Security and Content Delivery Network (CDN). Providing leading caching and security resulting in enhanced protection from malicious attacks.</p> <p>Once configured, it continuously monitors and blocks attacks. With a global 24/7/365 security operations center, it provides an expertly managed web application firewall, distributed denial of service attack protection and advanced bot detection.</p>
Setup and configuration package: OpenForms License	Setup and configuration of OpenForms
Training: OpenForms	1.5 hour OpenForms Training session for up to 25 people, delivered online.
OpenForms Add-on: Workflow	With workflow, once a resident hits submit on a form, OpenForms will allow you to set up multiple steps with automatic or decision based transitions to manage form response workflows.
OpenCities Security License - Services Setup and Configuration Package	Setup and configuration of OpenCities Imperva Security License

Solution	Description
Setup and configuration package: OpenForms Workflow add-on	Setup and configuration of workflow for OpenForms Team License
AzureAD Connector License	<p>OpenCities integrates with your Microsoft Active Directories (via AzureAD not on-prem), giving staff the convenience of a single sign-on experience and automatically mapping the appropriate roles and permissions in OpenCities to relevant AD users.</p> <p>For your OpenCities intranet, the Azure AD connector powers your staff directory and organisation chart to ensure they are dynamically updated on a regular basis.</p> <p>This may be used for your web, intranet and subsites.</p>
AzureAD Connector - Services Setup and Configuration Package	Set up and configuration of AzureAD Connector

GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- Granicus Communications Suite Subscriber Information.
 - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
 - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- Data obtained through the Granicus Advanced Network.
 - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.
 - Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus



Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.

- o Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

UPDATES TO SHARED SHORT CODES FOR SMS/TEXT MESSAGING (US CLIENTS ONLY):

- Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
- Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.

Exhibit B

CONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A)

This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, the bid will be determined non-responsive and will be disqualified.

By executing this affidavit, the undersigned contractor verifies compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

731442

EEV (E-Verify) Program Number

David C. Hutchins
BY: Authorized Officer or Agent
[Contractor Name]

David Hutchins

Printed Name

03/26/2008

EEV Program Date of Authorization

CDW Government LLC
Contractor Business Name

10/11/2022

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE 11th DAY OF October 2022 2

Notary Public Commission Expires: May 31, 2026

Effective 09-20-2013

ELIZABETH HILTS
NOTARY PUBLIC
My Commission Expires May 31, 2026



Exhibit A
Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The Cobb County, GA (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting proposals for Technology Product Solutions and Related Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$20 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the

responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the

Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.
- B. Total number and location of salespersons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
 - a. Submit FEIN and Dunn & Bradstreet report.

- E. Describe any green or environmental initiatives or policies.
- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.
- G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:
- a. Minority Women Business Enterprise
 Yes No
 If yes, list certifying agency: _____
 - b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
 Yes No
 If yes, list certifying agency: _____
 - c. Historically Underutilized Business (HUB)
 Yes No
 If yes, list certifying agency: _____
 - d. Historically Underutilized Business Zone Enterprise (HUBZone)
 Yes No
 If yes, list certifying agency: _____
 - e. Other recognized diversity certificate holder
 Yes No
 If yes, list certifying agency: _____
- H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.
- I. Describe how supplier differentiates itself from its competitors.
- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
- K. Felony Conviction Notice: Indicate if the supplier
- a. is a publicly held corporation and this reporting requirement is not applicable;
 - b. is not owned or operated by anyone who has been convicted of a felony; or
 - c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.
- L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

- A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.
- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.
- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
 - i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days

- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners
- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

- ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive
- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
- i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts
- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
- J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

- L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”).

\$ _____ .00 in year one
\$ _____ .00 in year two
\$ _____ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

- M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier’s strategies under these options when responding to a solicitation.

Exhibit C

Cobb County

Contract # 23-6692-02

for

Technology Product Solutions and Related Services

with

CDW Government

Effective: May 1, 2023

The following documents comprise the executed contract between the Cobb County, and CDW Government effective May 1, 2023:

- I. Executed Master Agreement
- II. Supplier's Response to the RFP, incorporated by reference

Reference Number	
Reference Depart.	Purchasing Department

Master Agreement

Owner: Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Contractor: CDW Government LLC
230 N. Milwaukee Ave
Vernon Hills, IL 60061

Description: **TECHNOLOGY PRODUCT SOLUTIONS AND RELATED SERVICES:** The undersigned parties understand and agree to comply with and be bound by the entire contents of **Sealed Bid #23-6692** ("the RFP") and the Contractor's Proposal submitted October 13, 2022, which is incorporated herein by reference.

OMNIA PARTNERS, PUBLIC SECTOR: Supplier agrees to extend Goods and/or Services to public agencies (state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit) ("Public Agencies") registered with OMNIA Partners, Public Sector ("Participating Public Agencies") under the terms of this agreement ("Master Agreement").

Governing Law: This Agreement shall be governed by the laws of the State of Georgia. As to any dispute hereunder, venue shall be in the Superior Court of Cobb County, Georgia.

Term: This Agreement shall begin on May 1, 2023, the Effective Date, for a period of thirty-six months, and shall automatically terminate and renew for two (2) additional twelve (12) month periods and shall terminate absolutely on April 30, 2028, unless earlier terminated as provided herein. Pursuant to O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year in which it was executed and at the close of each succeeding calendar for which it may be renewed. The Parties reserve the right to renew, amend or extend the Agreement for additional terms. Either party may terminate this Agreement for convenience and/or due to lack of funding at the end of each annual term.

Price: Prices for services and equipment, if applicable, as stated in the Contractor's proposal

Billing: For purchases made by Cobb County Government, all original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for items received during the period covered by the invoice and shall clearly identify such items in accordance with invoicing guidelines in the Sealed Bid Proposal. For purchases made by participating public agencies, the Contractor shall comply with each agency's invoicing and billing requirements outlined on the applicable order.


{SIGNATURES ON NEXT PAGE}

IN WITNESS, WHEREOF, this Agreement has been executed by Owner and accepted by Contractor to be effective as of the date first above written.



Cobb County... Expect the Best!

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090



Lisa N. Cupid, Chairwoman
Cobb County Board of Commissioners

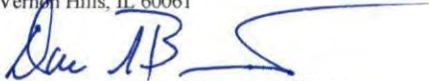


5/5/23
Date

APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS

3/14/23

CDW Government LLC
230 N. Milwaukee Ave
Vernon Hills, IL 60061



Authorized Signature

VP Contracting OPS
Title

04/18/2023
Date

FEDERAL TAX ID NUMBER
36-4230110

Approved as to form



County Attorney's Office

April 25, 2023
Date

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Cover Letter [RFP 5.1]

The proposer shall provide a cover letter describing a brief history of the Proposer and its organization. The letter will list the Principal or Officer of the organization who will be the County's primary point of contact during clarifications or negotiations. This individual must have the authority to clarify and/or negotiate all aspects on the scope of products and services on behalf of the Proposer. An officer authorized to bind the Proposer to the terms and conditions of this RFP must sign the cover letter.

See following page for our signed cover letter.

10/13/2022, at 12 pm EST



One CDW Way
230 N. Milwaukee Avenue
Vernon Hills, IL 60061
P: 847.371.5800
F: 847.465.6800
Toll-free: 800.808.4239
cdwg.com/PeopleWhoGetIT

Cobb County Purchasing
122 Waddell Street NE
Marietta, Georgia, 30060

RE: CDW Government LLC's Response to Cobb County Purchasing's Technology Product Solutions and Related Services

Dear Evaluation Committee,

CDW Government (CDW•G) understands the objective of this RFP is for Cobb County and OMNIA Partners to enter a contract with a provider that can provide an extensive catalog of Technology Product Solutions and Related Services.

CDW•G was founded in 1998 and CDW was founded in 1984. Proposed here is CDW•G's complete catalog of IT products and services partners. These offerings feature three key differentiators that showcase why we are the best choice for Cobb County and OMNIA Partners:

- **CDW•G has extensive experience with multiple OMNIA Partners members.** We have multiple ongoing OMNIA contracts including Total Cloud Solutions - Region 4 ESC and OMNIA Information Technology Solutions, Products, and Services - City of Mesa, Arizona. CDW•G is uniquely positioned to successfully meet the needs of Cobb County and OMNIA Partners.
- **We are a national organization with a local focus.** CDW•G's national network of account managers has nurtured long-standing local relationships with Cobb County and OMNIA Partners Participating Entities across the county. This locally-focused customer strategy lines up with OMNIA's dedication to creating sustainable infrastructure at a local level to assist agencies with solving their mission critical challenges most effectively.
- **IT solutions are dynamic, as is CDW•G.** Our skilled consulting resources successfully architect and implement quality IT solutions that fit the needs of our customers. Throughout this proposal, customer success stories are highlighted to demonstrate CDW•G's proven proficiency in tailor-made IT solutions.

Additionally, our expertise is evidenced by our relationship with Cobb County and OMNIA Partners, and through our partnerships with leading industry manufacturers.

Should you have any questions regarding our response, please contact Eric Moore, Proposal Specialist, State and Local Government, at (765) 749-9981 or via email at eric.moore@cdwg.com. Joshua Greene, Senior Manager, Contract Negotiation will be the primary point of contract during negotiation. He has authority to clarify and/or negotiate all aspects on the scope of products and services on behalf of CDW•G. He can be reached at 317-569-4211 or at joshgree@cdw.com. CDW•G looks forward to continued collaboration with both Cobb County and OMNIA Partners on the Technology Product Solutions and Related Services contract.

Sincerely,
David C Hutchins

David Hutchins, VP Strategic Programs
CDW Government LLC

Executive Summary [RFP 5.2]

The Proposer shall provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the proposal.

Aligned with OMNIA Partners, Cobb County seeks to establish an IT sourcing vehicle to facilitate the full range of solutions required to meet the varied needs of eligible Public Sector entities. At CDW•G, we realize the quick-paced, ever-evolving nature of technology creates complexity for State, Local, and Education entities, as well as the contract structure required to support these solutions.

Our Public Sector and technology expertise, history of success with OMNIA partners, and commitment to our customers combine to create a dynamic and relevant offering. We are uniquely positioned to deliver a comprehensive contracting solution - one that simplifies buying and removes the complexity of developing and implementing IT solutions.

An Established Partnership: OMNIA Partners & CDW•G

For well over a decade, we've had the privilege of collaborating with OMNIA Partners to better aid our mutual public sector customers. Throughout this time, we've served over 8,000 customers across all 50 States within State, Local, and Education segments – demonstrating consistent increases in utilization and user expansion year after year. In fact, CDW•G is one of the largest technology solutions providers within the OMNIA Partners Contract Portfolio. With this established foundation, we can equip Cobb County to achieve accelerated awareness and adoption for any resulting agreement.

Public Sector Expertise with National Reach

We realize a true solutions provider must go beyond fulfillment. Impactful IT solutions require a vendor who understands their customers' needs and experiences. Leading with our Customer-Centric philosophy, we've structured our organization to align with the segments we serve.

Sales Organization. Our account management teams specialize by geographic region and customer vertical (K-12, Hi Ed, State & Local) – facilitating an increased understanding and awareness of local markets, trends, current events, and ultimately their customers. Additionally, we deploy an in-market, field sales force to further grow customer intimacy through local engagement. This coverage model enables immediate customer reach and awareness for any resulting agreements, fostering a seamless contract launch and adoption.

Solution Specialists. Technology no longer simply supports operations. Rather, it offers paths to innovation and efficiency. However, to leverage this potential, members require experienced advisors and subject matter experts. In essence, members need a vendor who can help them navigate their options and select the solution that can bring their mission to life. With our customers' missions in mind, we've strategically invested to integrate these vertical-specific solutions specialists into our organization.

Education. CDW•G is now among the largest education technology solutions providers as a trusted IT partner to more than 15,000 K-12 schools, as well as approximately 3,000 colleges and universities. We employ Environment Advisors (LEAs) advising on the top issues in the changing 21st century classroom environment, as well as a team of K-12 Education Strategists comprising former educators, principals, teachers of the year, chief technology officers and instructional technologists.

Public Safety. Over 16 years ago, CDW•G created a practice dedicated to solutions, services, and capabilities for public safety and first responder agencies and constituents, with far-

reaching implications for personnel and the public alike. CDW•G's Public Safety Practice knowledge is anchored in hundreds of engagements across the US and has helped create unsurpassed technology know-how across the board, encompassing problem-solving skills, relationships with the industry's strongest partners and experience in best-practice solutions.

Driving Local Impact: Commitment to the Community

For more than 30 years, our company and its coworkers have contributed millions of dollars and thousands of volunteer hours to improve the communities where we live and work. We recognize the critical role that corporations can play in all aspects of the local community they serve. While many corporations and companies claim community involvement to be an objective (usually one to gain recognition), social responsibility is embedded into our culture and integral to our day-to-day activities.

Diversity, Equity, & Inclusion. At CDW•G, we embed diversity and inclusion into the fiber of everything that we do. We ensure that all stakeholders have the resources required to perform at their highest level. To us, our efforts toward equity extend well beyond our employees and our organization; it is a social must.

Business Diversity Partners. CDW•G, not being a diverse prime, has the privilege, opportunity, and responsibility to partner with diverse business partners and bring them with us to every opportunity. Through our robust partner network, we can seamlessly integrate partners with the necessary capabilities into our business model with OMNIA Partners. This offers Partners access to all of the resources that we can offer while striving toward an equitable and inclusive society.

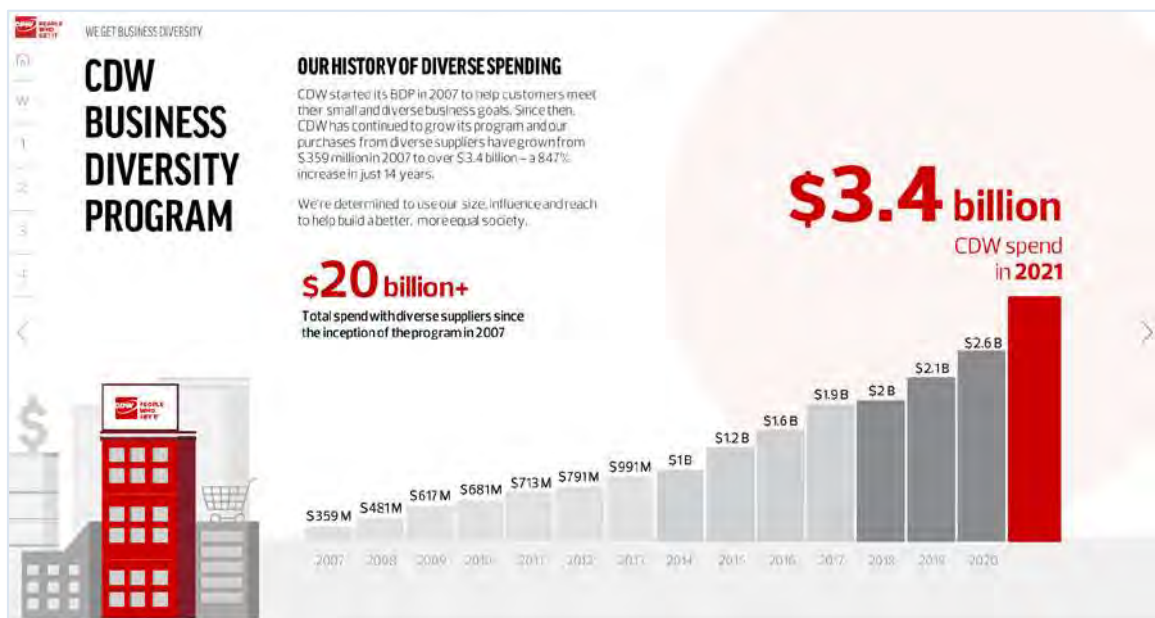


Figure 1: CDW•G Business Diversity Program

Sustainability. CDW•G has respect for the environment and there are many ways in which we act upon this value. These include seeking and receiving ISO 9001, 14001 and 28000 certifications for our distribution centers, which assures that operational aspects adhere to stringent quality standards and using the highest proportion of recycled materials allowed in our shipping containers. In our offices, we recycle paper and bottles, compost food waste and collect rainwater. Finally, our company and customers participate in the ReLeaf Program, which

tracks paper usage and then enables tree planting. As a shared value, Cobb County and OMNIA Partners members can be confident in our commitment to sustainability.

Conclusion

We are excited at the prospect of our proposal to provide Cobb County and OMNIA Partners a comprehensive procurement solution. Through CDW•G's relentless focus, we can shepherd members through their IT journey while providing an unparalleled and authentic commitment to achieving their IT objectives now and into the future.

Summary of Contents of Proposal

Within this proposal, we have included all the required forms and responded to all questions. We have provided an Executive Summary here giving a high level overview of why CDW•G is well positioned for this response. Additionally, we have provided examples of our robust catalog in the following 13 categories:

- Virtualization
- Physical Security
- Communication
- Cloud
- Infrastructure
- Data Management
- Visual Communications
- UCC (Unified Communications and Collaboration)
- Broadcast Studio
- Law Enforcement
- Mobility
- Asset Management
- Data Protection
- Energy and Water Conservation
- Financial Services
- Success Story: IT as a Service
- Other Services and Solutions

We have thoroughly outlined our experience as well as our service capability on a national contract such as this. Included within our pricing section are the various catalog pricing and vast amount of services our company can offer Cobb County and OMNIA Partners. We have shown our financial capability and strength through our Financial Liquidity Ratios as well as explanation of our financial stability. We have provided a thorough response to the National Contract Attachment A section, including our Supplier Response to Company, Distribution and Logistics, and Marketing and Sales Section. We have included a Sample SoW that would be custom built for any service engagements under this contract as well as all Affirmative Action Evidence and signed Addendums. We respectively have included our Proposed Exceptions to this contract we wish to negotiate with Cobb County and OMNIA Partners.

Project Team

Respondents shall provide an organizational chart for the proposed project team, as well as the relevant background and experience for every proposed team member.

Below is an organization chart for Cobb County’s dedicated team.

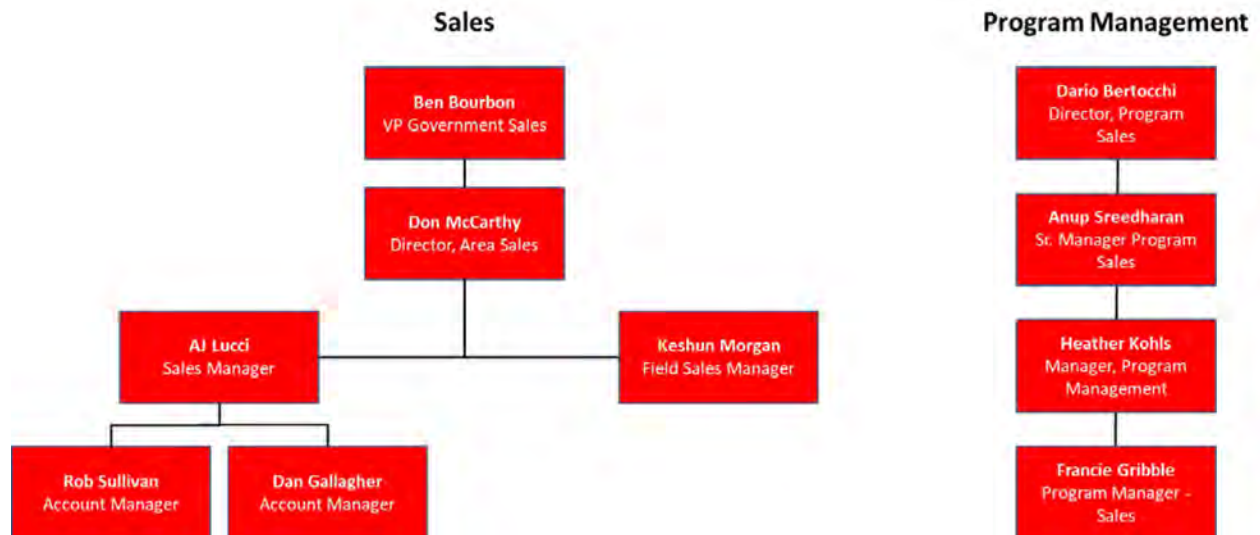


Figure 2: CDW•G Cobb County/OMNIA Organization Chart

Sales

Ben Bourbon



Ben Bourbon is vice president of Federal sales for CDW Government (CDW-G), a wholly owned subsidiary of CDW and a leading provider of technology solutions to government, education and healthcare. Bourbon is responsible for the short- and long-term performance goals, strategic direction, business initiatives and talent development of the team serving Federal customers.

For the past 20 years, Bourbon has played an increasingly prominent and valuable role at CDW. He joined the company as an account manager in 1998 and quickly moved through the ranks. Since 2002, Bourbon has held several sales and field management positions within CDW-G and was promoted to director of Department of Defense sales in 2005, to vice president in 2012 and to his current position in 2017.

Bourbon earned a bachelor’s degree in marketing from North Park University in Chicago and a master’s degree in business administration from the University of Wisconsin-Madison.

Don McCarthy

Don McCarthy is a business professional with extensive sales and marketing leadership experience in the B2B technology industry. Proven success in balancing operational efficiencies and business growth. He has more than 20 years' progressive and stable experience with world-class organization. Take pride in the ability to effectively combine corporate objectives and values with personal and professional goals and work ethics. Build and foster strategic business relationships with internal and external clients, maintaining customer satisfaction at all levels. Effective builder and manager of high performing teams.

Specialties include sales pipeline management, sales planning, territory management, lead generation, customer acquisition, sales enablement, marketing strategy & planning, project management, partner management, P&L management, campaign management and data analysis, increasing ROI, email analysis.

AJ Lucci

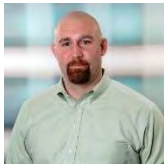
AJ Lucci is the State & Local Regional Manager for CDW Government for customers the Florida, Georgia, Tennessee & Alabama. Lucci is responsible for the region's Partner relationships, strategic direction, team development and overall performance. For more than 20 years Lucci has contributed in various roles in the Federal and State & Local as an Account Manager, Advanced Technology Account Executive, and his current Management role.

Lucci earned a Master of Business Administration (MBA) from Marquette University and a Bachelor of Science degree in Accounting, Business Administration from Carthage College.

Rob Sullivan

Robert Sullivan is the State and Local Executive Account Manager for CDW Government in the State of Georgia. For the last 12 years, Sullivan has been supporting State, County and City Agency's in Georgia. Sullivan is your dedicated account manager who is a single point of contact for all IT. During this time, he has effectively met the needs of his customers. From unified communications and data center optimization, to notebooks, software, services and more. Prior to coming CDW, Sullivan worked for the Village of New Lenox for 6 years as a Supervisor. Sullivan can relate to government budget and procurement policies from his time as government employee.

Sullivan attended the University of Illinois Urbana-Champaign.

Dan Gallagher

Dan Gallagher is the Advanced Technology Account Executive for CDW Government covering state and local customers in the State of Georgia. Gallagher has worked with Georgia Government in various roles at CDW-G for over 18 years. In the ATA role, Gallagher is responsible for bringing CDW-G's cybersecurity, cloud transformation, datacenter, and professional services practices to the government agencies throughout the state of Georgia. Gallagher works closely with technical, administrative, and contracting agencies in the State to facilitate strategic, transformational discussions in the interest of helping IT departments stay up to date on trends in the industry.

Gallagher earned a Bachelor of Science in Marketing from Northern Illinois University.

Keshun Morgan



Keshun Morgan is the State & Local Field Sales Manager for CDW Government for customers across the Southeast from Texas to Florida. With CDW•G for nearly 20 years, Morgan has held a variety of roles for DoD Network Solutions Architect, to his current role. Morgan has a unique aptitude for understanding the immediate needs of a customer and determining which solution set would be suited to their current needs and long term goals. Morgan works closely with the rest of the account team, and Advanced Technology Account Executives to provide our customers a wealth of knowledge regarding the breadth of CDW•G's service portfolio. Morgan is based in Atlanta, GA.

Morgan earned a degree in Health Planning and Administration from the University of Illinois at Urbana-Champaign.

Program Management

Anup Sreedharan

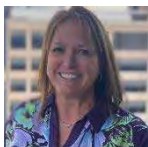


Anup Sreedharan is an experienced leader with US Public & Commercial Sector-Federal, State & Local, K-12, Hi-Ed, E-rate & Commercial segments. He is skilled in Program & Contract management, Strategy, Regulatory Compliance, Negotiations, Proposals, Capture & Pricing.

Sreedharan is a Certified Contract Management Expert (CCME), CF APMP, Six Sigma Green Belt, Change Management certified, Professional in Human Resources (PHR) and is responsible for management, innovation and success of 37 coworkers, managing 1000+ contracts across Public Sector with billions (\$) annual revenue under management. He is responsible for contract management & growth, M&A, dispute resolution, audits, relationship management, monitor regulatory impacts, performance management, pricing, commercial strategy, onboard new offerings into contract work stream, competency development, and all things contracts.

Sreedharan earned a Master of Business Administration (MBA) from the University of New Mexico and a Bachelor of Engineering, BE Computer Engineering from the University of Mumbai.

Heather Kohls



Heather Kohls is a senior executive with expertise in Public Sector Contracting, Civilian Agency Programs, Process Improvement and Sales Operations. She has proven success with program management including cradle to grave oversight on contracts, team program managers, and customer success support personnel. She currently manages the State and Local Program Management Team for CDW Government consisting of a staff of over a dozen CoWorkers.

Kohls earned her degrees in Business Marketing and Communications from North Central College, is a Certified CSM via the Scrum Alliance, and holds her AWS Cloud Practitioner Certification.

Francie Gribble



Francie Gribble is a Program Manager for CDW Government's State and Local Government contracts. Francie has over 20 years of government and commercial contract management experience. Francie's extensive formal training began at the Yongsan Army Installation in Seoul, South Korea for the 411th Contracting Support Brigade and continued under the Army's Internship Program at Fort Eustis, Virginia where she completed the program as a Contract Specialist with the equivalent of over 80 credit hours in Department of Defense acquisition management and leadership courses. She managed cradle-to-grave contract processes for IT hardware and software, construction, services, and supply acquisitions. Francie served as Contract Administrator for Oak Ridge Associated Universities in Oak Ridge, Tennessee, and later as Contracts Manager for RELYANT Global, LLC, where she negotiated and managed all contracts and subcontracts within the continental US.

Gribble earned a Master of Business Administration (MBA) degree from Murray State University. She also has a Master's Certificate in Contract Management from George Washington University. She is a Certified Professional Contract Manager.

Segmentation of Teams

CDW•G customer teams are built from the ground up with clearly defined roles, responsibilities and escalation paths – all sharing a common goal of exceptional customer service and satisfaction. Dedicated account teams serve their customers with exemplary service and customer satisfaction across State agencies, local governments and municipalities; public and private school districts / K-12; and institutions of higher education. We have account teams across SLED entities in the US. This segmentation allows a singular focus for each team and delivers a customized measure of support specific to each customer. Our teams are responsible for quotes, orders, pre- and post-sales consultation, and issue resolution over the life of the contract.

Each segment is further broken down by region and supported by local offices across the country. This regional, state, and local focus gives dedicated CDW•G Account Managers the opportunity to:

- Form meaningful long-term relationships with customers;
- Intimately understand their requirements, budgets and user community; and,
- Proactively provide an exceptional customer experience.

State and Local Government CDW•G's state and local government business unit is 233 coworkers strong serving the 50 states from the largest state agencies to the smallest rural community. Each state has a dedicated team assigned to ensure that each agency feels heard with personalized customer service. For example, the State of Georgia team is comprised of **7 inside Account Managers, 1 Advanced Technology Account Executive, and 2 Sales Managers.**

K-12 (Public and Private School Districts) CDW•G is one of the largest K-12 technology solutions providers and is a trusted IT partner to more than 15,000 K-12 schools. Our education strategists and learning environment advisors are former educators, principals, professors, chief technology officers and instructional technologists focused on addressing the unique needs and requirements and partnership with the world's leading IT innovators. Our K-12 team includes

regional managers, field account executives, solution architects, education strategists and dedicated account managers.

Higher Education CDW•G has approximately 225 coworkers across the U.S. dedicated to the higher education industry that understand the needs, challenges, and market best practices. We have 50+ student interns across college and university campuses that we train and develop for post-graduate career paths to thrive in the workplace. Our team has business relationships with approximately 3,000 colleges and universities, which allow us to understand challenges and map those to success. This combined experience allows us to provide colleges and universities across Georgia with custom higher education solutions along with managed services and full lifecycle support.

One clear advantage of the CDW•G approach is the opportunity for each account manager to be an expert within their sector, enabling them respond to the very specific needs of their customers which is especially impactful in these uncertain times.

- State and local account managers follow developing legislation and understand local procurement requirements and their ultimate impact on the ability to deliver robust solutions.
- Account managers in education understand the unique impact of the Family Educational Rights and Privacy Act (FERPA) and other privacy laws on technology solutions and services.
- Our healthcare account managers understand and incorporate the guidance of the Health Insurance Portability and Accountability Act (HIPAA) working with customers to define and implement robust IT solutions.

With **roughly 1,500 CDW•G coworkers**, supported by more than 7,500 coworkers throughout CDW, our segment and regional focus help ensure that our account teams are best prepared to support the local landscape in a way unmatched by other vendors.

Company Background/Profile [RFP 5.3]

Provide information on company background to include the following:

a. Legal name, address, phone and fax numbers, e-mail, Federal ID#, and website address.

Legal Name: CDW Government LLC
Address: 230 N. Milwaukee Ave, Vernon Hills IL 60061
Phone: 847-371-5800
Fax: 847-465-6800
Email: eric.moore@cdwg.com
Federal ID#: 36-4230110
Website Address: www.CDWG.com/PeopleWhoGetIT

b. Date business was established under current name.

1998 CDW•G | 1984 CDW LLC.

c. Size of company including the total number of employees.

CDW had nearly \$21B in annual net sales with a Fortune rank of 166. With 14,600 coworkers across the organization, we have offices throughout the United States, Canada, and the UK ensuring our reach is global. We can serve customers in nearly ever corner of the globe. We have 28 U.S Sales offices.

d. Type of ownership or legal structure of business

Limited Liability Company; CDW•G is a wholly owned subsidiary of CDW LLC, which is a wholly owned subsidiary of CDW Corporation, a S Corp.

e. Has the company ever failed to complete work for which a contract was issued?

If yes, explain the circumstances.

CDW•G has not failed to complete work for which a contract was issued.

f. Are there any civil or criminal actions pending against the firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?

To the best of our knowledge, there are no civil or criminal actions pending against CDW•G or any key personnel listed in this offer. There are no known unresolved disputes or allegations.

g. Has the firm ever been disqualified from working for any public entity? If yes, explain the circumstances.

CDW•G has not been disqualified from working for any public entity.

h. If a Supplier requires additional agreements to be signed by a Participating Public Agency, include a copy of the proposed agreement(s) as part of Supplier's proposal.

There may be instances where additional agreements would need to be signed by a Participating Public Agency.

Services requiring a specific Statement of Work (SoW) must be mutually executed between the customer and CDW•G before work begins. We have provided a sample SoW in Appendix A.

OMNIA and its members/participating entities acknowledge that CDW•G is not the provider of the Cloud Services and in purchasing the Cloud Services, Cobb County, OMNIA, and its members/participating entities rely only on the Cloud Service Provider's service descriptions and the terms and conditions set forth in the Cloud Provider's Services Terms and Conditions. Accordingly, Cobb County and OMNIA Partners shall consider the Cloud Service Provider to be the party responsible for providing the Cloud Services and Cobb County, OMNIA Partners, and its members/participating entities, may be required to execute additional agreements, prior to provisioning/purchase of certain cloud offering.

CDW•G Offering

CDW•G understands that Cobb County and Omnia Partners are interested in a number of services as detailed in the following sections CDW•G has extensive experience with designing and implementing the services outlined in your requirements. We understand that these services are critical to Cobb County in order to address your Technology Product Solutions and Related Services requirements.

In the following sections, you will find examples of what CDW•G can offer to Cobb County. As we maintain both a broad and deep portfolio of solutions and services, these examples show only a sample of what we can provide. We would be pleased to discuss with Cobb County the full range of services available for categories listed below.

Virtualization

Transform data center with virtualization to consolidate servers, reduce energy consumption, increase IT capacity, add system flexibility and prepare for cloud computing.

Virtualization and CDW•G

Virtualization solutions can deliver tremendous cost savings to Cobb County and OMNIA Partners. By virtualizing their server workload, your customers can significantly reduce capital expenditures for hardware, minimize their hardware footprint and save on energy expenses. Plus, virtualization will lower the time and money they put into the ongoing maintenance of their server infrastructure.

Some customers may be concerned about system performance in a virtualized environment. However, a CDW-designed solution takes into account processing, memory, storage and networking to ensure your clients' virtualized systems work as well as — or even better than — physical ones.

Benefits of virtualization include:

- Reduced capital and operating costs
- Centralized management
- Quickened disaster recovery
- Minimized downtime
- Increased hardware utilization and efficiency

CDW's dedicated virtualization team performs over 600 assessments a year. Our team is highly trained in Cisco, EMC, Microsoft and VMware solutions and can help customers design a solution that meets their specific objectives. We work with customers to assess their unique needs and then help them plan, design, implement and even manage a custom solution. We can also manage virtualization licensing to help your client remain compliant.

Our offerings include:

- Server virtualization software:
 - CDW works with the best server virtualization software vendors in the industry, and can vet options to meet your customer's specific goals.
- Storage virtualization software:
 - By extending virtualization to storage resources, your customer can transform their data center from deeply siloed operations to highly automated resources.

- Network virtualization software:
 - This software allows your customer to manage their infrastructure.
- Assessments:
 - CDW can analyze your customer's unique environment and make recommendations for a virtualization solution that meets their specific goals.
- Professional and support services:
 - We help assess, implement and manage virtualization solutions to ensure your customers get the most return on their infrastructure investment.

Physical Security

Security solutions seaports, airports, water and wastewater, transportation, critical infrastructure, perimeter defense, physical and logical access control, identity management, antiterrorism protection, automated alarms and alerts, integration with databases containing critical security information, cyber security and asset management, endpoint security and other network security and IT security.

We Get Video Surveillance and Physical Security

Physical security solutions protect people, property and premises. Today's modern video surveillance systems enable your organization to do more than deter or catch the bad guy. Video surveillance can now help you keep an eye on operational processes and generate data insights about your business.

Video surveillance is the foundation of modern physical security systems. Integrated with access control, environmental sensors and analytics, you can better defend against threats to people and property and respond more quickly to incidents that do occur.

Enhanced video surveillance (EVS) and other physical security systems can deliver valuable capabilities beyond just security. CDW can help you find the security solution that mitigates risk and aids business objectives.

CDW•G can provide the following:

Video Surveillance

Upgrade your video surveillance system to a modern solution enhanced with analytics that detect incidents in real-time and generate searchable metadata from recorded video.

Access Control

Modernize your building security with IP-enabled door controllers, readers and credentials – all integrated with your video surveillance for complete situational awareness.

Environmental Security

Deploy IP-based sensors that extend physical security monitoring to detect chemicals, atmospheric conditions, audio, vibrations, thermal signatures and more.

Amplified Services

Deploy new cameras and sensors, configure video management systems, and integrate it all with access control, data analytics, mass notification and other systems.

Communications

Communication solutions to converge voice, data and video communications onto a single, secure IP-based network.

In 1998, CDW•G realized the potential of unified communications through Voice over IP (VoIP) services and IP telephony solutions. We understood that the convergence of voice, video, and data on a single multi-service network meant reduced communications costs and higher productivity. Today we run our business offices and *Enterprise Command Center* (ECC) on Cisco's integrated Unified Communications architecture. We draw upon this first-hand, mission-critical operational experience when designing and installing our customers' converged network solutions. CDW•G has designed and installed over **one million VoIP and Cisco VoIP core network solutions** for our customers across our segments, many of which with at least 1,000 phones and end-users.

CDW•G has developed expertise in every aspect of Cisco's Collaboration business, including planning, network design, implementation, network management, and post-sales support. Our commitment to Collaboration solutions has enabled us to become the first Cisco partner worldwide to earn a Master Specialization in this field. CDW•G earned the Cisco Master Collaboration Partner Specialization in December 2008. We are also the first in Cisco's U.S. Central Area to obtain an Advanced Specialization in this technology as well. Cisco's Master Specializations are reserved for those partners with the highest levels of technical expertise and a proven track record of selling, deploying, and supporting Cisco solutions. We have completed over **5,000 Cisco Collaboration projects** to date involving **250,000+ phones**.

Supported by certified pre-sales specialists and services delivery teams, the Cobb County and OMNIA Partner's dedicated CDW•G account team will guide Cobb County and OMNIA Partners through the complex process of evaluating, selecting, and deploying a Unified Communications (UC) solution. Our Master Collaboration Partner Specialization uniquely qualifies us to deliver Cisco Collaboration assessment, planning, design, implementation, and managed services in each of the following UC solution areas:



- Telephony & VoIP
- Conferencing & Collaboration
- Messaging & Presence
- Contact Center

CDW•G has deep expertise in providing high-quality Cisco Unified Contact Center (UCC) solutions. We are a Cisco Advanced Technology Partner for UCC Enterprise and **one of the few Cisco Partners that can sell and service the entire Cisco Contact Center portfolio**. Products span the spectrum from pure IP solutions such as the Unified Contact Center Express to IP and TDM integrations with the Intelligent Contact Manager (ICM), which provide the advantages of a virtual agent pool while leveraging existing investments. Most importantly, our Contact Center analysts know the business of contact centers as well as the technology.

Cobb County and OMNIA Partners can benefit from our team of highly trained engineers who specialize in implementing Cisco Contact Center solutions. About half focus on Unified Contact Center Enterprise (UCCE), and the remainder focus on Unified Contact Center Express (UCCX). Our team has a great deal of experience implementing screen pops, developing self-service applications, implementing outbound dialing campaigns, implementing Quality

Management and Workforce Management solutions, and developing custom reports. **CDW•G has implemented over 500 Cisco contact centers with over 10,000 agents.**

Cloud

Cloud solutions for scalable computing and storage capacity and rapid self-provisioning computing capabilities. This may include, but is not limited to, Cloud Infrastructure as a Service (IaaS), Cloud Software as a Service (SaaS) and Cloud Platform as a Service (PaaS).

As the move to cloud computing continues to accelerate, so does the need for cloud expertise. Identifying the best options, maximizing potential cost savings, migrating workloads, modernizing applications, and managing it all securely and effectively can challenge every organization and even the most seasoned IT professionals. At CDW, we offer the expertise and experience you need to design, orchestrate and manage a hybrid environment that’s ideally suited to your unique needs — one that’s productive, agile and secure, with governance in place to provide oversight to ensure you don’t overspend.

The CDW•G Approach

Optimizing and expanding your cloud portfolio, including taking advantage of the benefits of multicloud, requires a partner with technology acumen and access. At CDW, we have the scale, experience, and integration with a variety of cloud partners to offer solutions and services that work best, both in the cloud and on-premises. And, as a full-stack partner, we listen, advise, design, implement and manage holistic, hybrid solutions that propel your organization forward. Our full-stack engineering services team focuses on digital transformation — from code and applications to cloud, data and security — to help you accelerate innovation.

FULL STACK. FULL LIFECYCLE. FULL OUTCOMES.

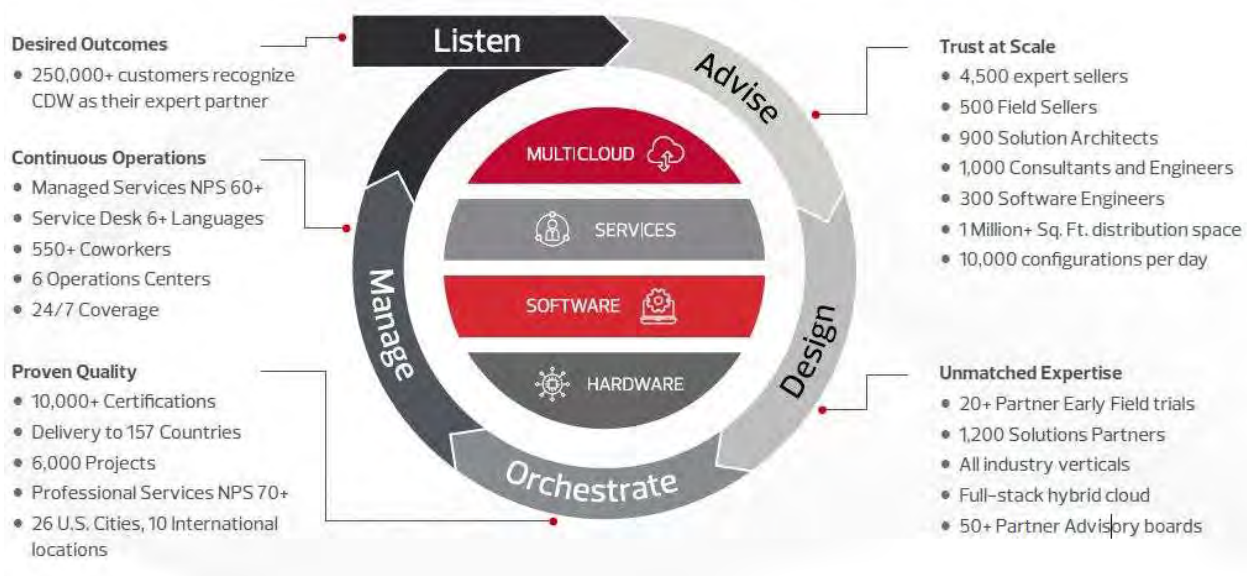


Figure 3: CDW•G Full Stack Depiction

Whether you're looking to build a secure hybrid environment, migrate more workloads to the cloud or optimize your costs, we can help you achieve your cloud computing goals. CDW works with more than 250,000 organizations of all sizes in all verticals, providing comprehensive advice, customized planning and scalable solutions.

Our large U.S. operational footprint has offices located in every region and two strategically located state-of-the-art distribution centers, providing the fastest possible deliveries to our 250,000+ customers. No matter where you are, you can count on our experienced cloud specialists to deliver personalized support every step of the way.

With 30 years of experience working with more than 250,000 customers, CDW provides you with an advanced level of IT partnership. We carefully listen to your needs and then help you achieve your desired outcomes. We also take a thoughtful approach to assisting you wherever you may be in your technology journey.

Infrastructure

Infrastructure solutions such as data center management, network modernization and migration, desktop virtualization, risk and vulnerability management, and IT service management.

Amplify the agility, scalability and performance of infrastructure

Today's users require access to more and more data at faster and faster speeds. Applications must scale rapidly. To meet current business needs — and prepare for changes well before they happen — a strategic approach to planning and execution is a must-have. To answer current demands of complexity, speed and scale — to stay prepared for future developments — on-premises products, solutions and services are essential to delivering the full-on cloud experience. Organizations are turning to hybrid multicloud infrastructures to leverage the power of on-premises workloads, cloud-native builds and the vast possibilities of cloud vendor offerings.

It's an approach that comes with its own set of challenges, however. The adoption of rapidly evolving technologies requires companies to think long term even as they address their short-term needs. Solutions can prove costly, confusing and complex. Yet a partner's ability to apply comprehensive, long-view knowledge and experience can actually amplify the impact of the customer's investment. This is where CDW Amplified™ Infrastructure Services become indispensable.

How We Approach Amplified Infrastructure Services At CDW•G

Whether your customer's environment is on-premises, a hybrid configuration or in the process of migrating to the cloud, CDW Amplified Infrastructure Services employ our smart, flexible portfolio to build a fully automated and managed infrastructure across the entire network.

Tapping the experience of more than 300 certified engineers, we apply comprehensive knowledge and a long-term view of the organization's needs and goals to design, orchestrate and manage the customer's infrastructure — a strategy-based ecosystem that scales, future proofs and amplifies the effectiveness of the data center architecture.

Success Story: Fostering an Innovative Transition from On-Prem to the Cloud

This customer was looking for a company that would be able to come in and migrate their locally hosted servers to the cloud. Our team worked with them to create a plan that was cost-effective but focused on moving their company forward in its IT goals. Working with CDW•G, the customer ended up moving forward with Microsoft Azure to migrate their servers to the cloud. Utilizing our Microsoft team, we were able to outline for the customer what the process would like and ultimately build out the reservations for the customer. The

customer had a grant fund check that needed to be invoiced before a specific date or lose the money altogether, which turned out to be another challenge.

The customer wanted to work with a knowledgeable partner and find a solution that would not break the bank.

Engagement

We were able to work with the customer and our Microsoft partners to migrate the servers to the cloud as well as work internally with our accounting department to make sure there were no issues in getting the grant check invoiced.

Solution

We were able to provide the customer with a Microsoft Azure Cloud Solution.

Outcome

They were able to migrate their data center to the cloud, mitigating the challenges of managing locally hosted servers, while utilizing in-house services to facilitate the migration.

CDW•G believes that application modernization transforms decision and IT strategy choices for the present enterprise. Strategies often are customized by application requirements of maturity readiness of development. By evaluating legacy applications, new development platforms, and infrastructure, we choose the best application modernization strategy to support new functionality and business value.

CDW•G offers the following application modernization strategies:

- Replatforming
- Rehosting
- Recoding
- Rearchitecting
- Reengineering
- Interoperability
- Replacement
- Retirement

Depending on critical mission applications, our modernization engagement may start with a re-hosting strategy as a first phase and progress to the second phase of rearchitecting and re-engineering process. Most of our evaluations revolve around monolithic design, applications often hosted on-premises and following the waterfall model of Software Delivery Life Cycle (SDLC). Our expertise is in re-architecting customers' legacy applications into microservices and deployment to public clouds and private clouds. Microservices architecture follows DevOps methodology and automated Continuous Integration/Continuous Delivery pipeline releases approach.

CDW•G's new application development focus is on the cloud model. It includes microservices as well as cloud-native and event-driven architectures. We understand the following explanation regarding developing and deploying new applications is quite technical. However, we believe it's important to include within our proposal to show Cobb County and OMNIA Partners our deep cloud expertise and knowledge. This knowledge will be passed along to OMNIA Partners to ensure the cloud solutions deployed are efficient, and more importantly, work for their organization's business goals.

Most of our first redesigns focus on migrating legacy monolithic applications to microservices. After evaluating customer legacy applications, the new cloud application development model for rearchitecting monolithic applications is recommended. Cloud-native architecture and event-

driven serverless architecture are recommended for reengineering legacy applications and new application cloud development.

The core pattern at play is as follows:

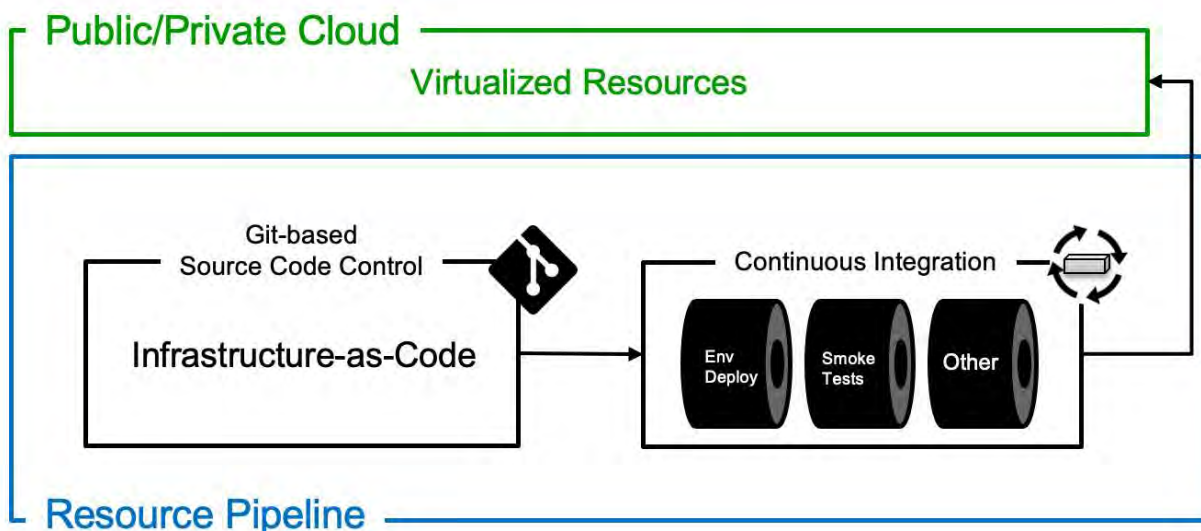


Figure 4. Private Cloud & Public Cloud Process

Modern IT operations organizations limit access to public and private consoles to eliminate the variability and human error that come with them. Instead, CDW•G advocates using tools like Hashicorp’s Terraform or Red Hat’s Ansible and code version control system (VCS) for continuous integration and continuous deployment (CI/CD) for Infrastructure-as-Code (IaC) and microservices. Namely, IaC and microservices image releases do not get run on individual local laptops but instead get checked into a Git-based source code repository such as GitHub, GitLab, or Bit Bucket. An automated (CI/CD) pipeline manages the IaC, and microservices code and microservices image build changes.

The combination of tools enables an IT organization to provide an accounting of IaC/ microservices changes in the source code control system by environment PROD and no-PRD. Code executions in the continuous integration environment, and the whole system works the same way regardless of the cloud target. The only difference between launching a new environment and application is cloud provided; AWS vs Azure vs GCP. The pipeline architecture is the same in either case. This approach allows for the Blue/ Green deployment of modernized applications with underlining infrastructure.

Traditional Automation

Traditional automation techniques required an individual to acquire two sets of expertise in addition to being an expert on a particular virtualization platform. An individual has to learn a programming language like Python, PowerShell, or Bash. They then have to learn the API for each platform they are already functional experts.

While this still allows for integrating products with AWS, Azure, and GCP, only when combining these three expertise categories could this approach to automation begin to show a return on investment.

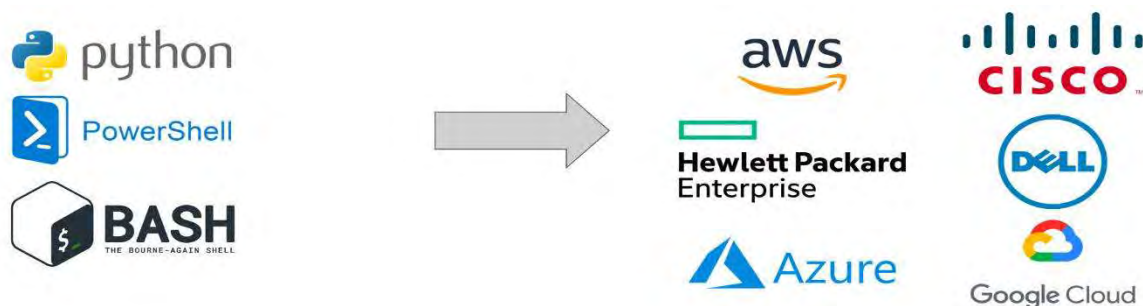


Figure 5: Traditional Automation

Innovation through Methods like Infrastructure as Code

Infrastructure as code (IaC) is the process of managing and provisioning computer data centers through machine-readable definition files, rather than physical hardware configuration or interactive configuration tools. IaC takes a different approach that significantly lowers the learning curve of cloud adoption and IaC is different in two key ways.

1. Instead of asking an individual to provide a prescriptive list of steps to create some virtualized resource, IaC uses a declarative model that simply asks an individual to describe what the end state should be. The specifics of how that end state is achieved is a black box to the individual describing the end state. This black box is made possible by a community of experts that build abstractions called providers (Terraform) or modules (Ansible) that translate the details of a raw virtualization platform API.
2. Where IaC becomes more exciting is when a declaration is parametrized to create an organization-specific abstraction that can be reused over and over again. For example, network configurations are hardcoded and firewall rules are absent for the virtual machine that will get launched but imagine parametrizing both of those details and inviting a security team to participate in the creation of the reusable abstraction so that different policies are baked into the IaC.

With IaC, engineers can utilize something declarative like Ansible or Terraform which relies on a communication library of providers/modules for providing the API expertise.

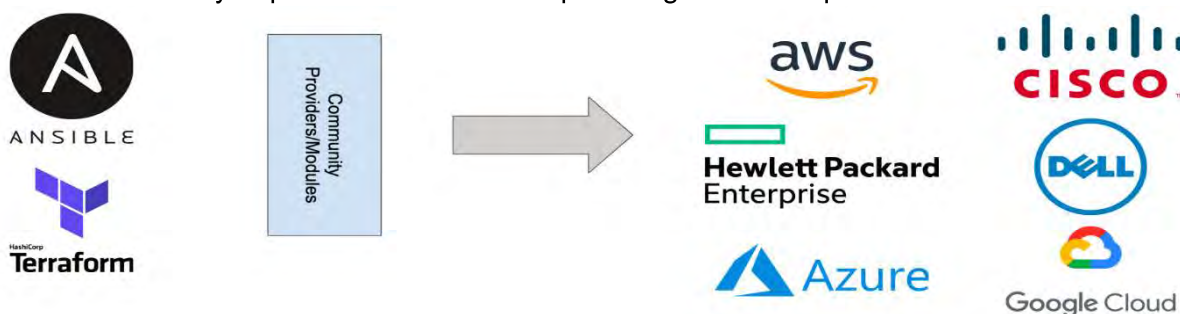


Figure 6: Infrastructure as Code

This is where the use of the source code control can enhance the base benefits of IaC. Experts on the virtualization platforms and security teams can jointly create these parametrized abstractions and check them into source code control. Non-experts can then check in files that set the parameters and reuse the organization-specific abstractions. Triggers can be set that when parametrized files get checked into source code control, it causes their execution in the continuous integration environment and subsequent creation of the virtualized resources in a cloud of choice.

Organizations might choose to put checkpoints at the source code control step, not allowing individuals to check-in parameter files without a manual review by an expert. Or organizations might choose to put checkpoints at the continuous integration step, not allowing the newly checked-in parameter file to be executed without a manual review. That level of automation or manual inspection is up to the comfort level of a particular organization and might even be different for different individuals within that organization. The target of the resource, whether public or private cloud, almost doesn't matter. All that changes in this approach between clouds are the IaC that gets written. What is consistent across deployments regardless of their targets is the accounting that happens at multiple steps and the reuse of expertise, including security, in the organization-specific abstractions.

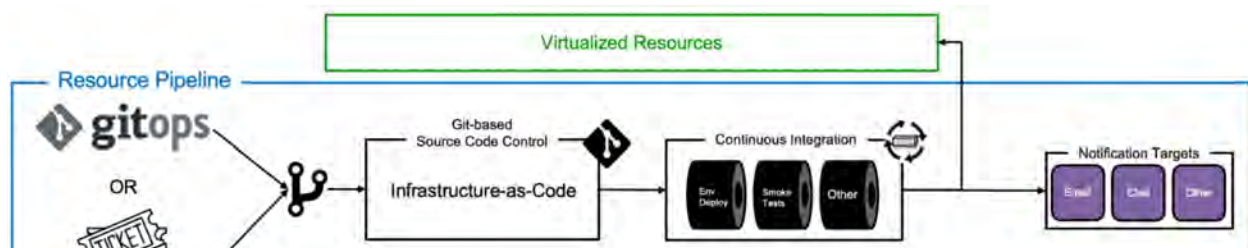


Figure 7: Virtualized Resource Pipeline

Some users may want to establish an environment built through the virtualization of resources without having to dig through the complexity of learning dense coding. In this scenario, we can establish a path to learning the details of source code control so that they can check in their parameter files.

Cobb County and OMNIA Partners should have the ability to choose how to consume their information where and when is best for them – and that they should be able to present it to whomever in their organization needs it in that same capacity. CDW•G's methodology includes an assessment, understanding, conceptualizing, and implementation approach that will help Cobb County and OMNIA Partners feel comfortable moving into the Cloud.

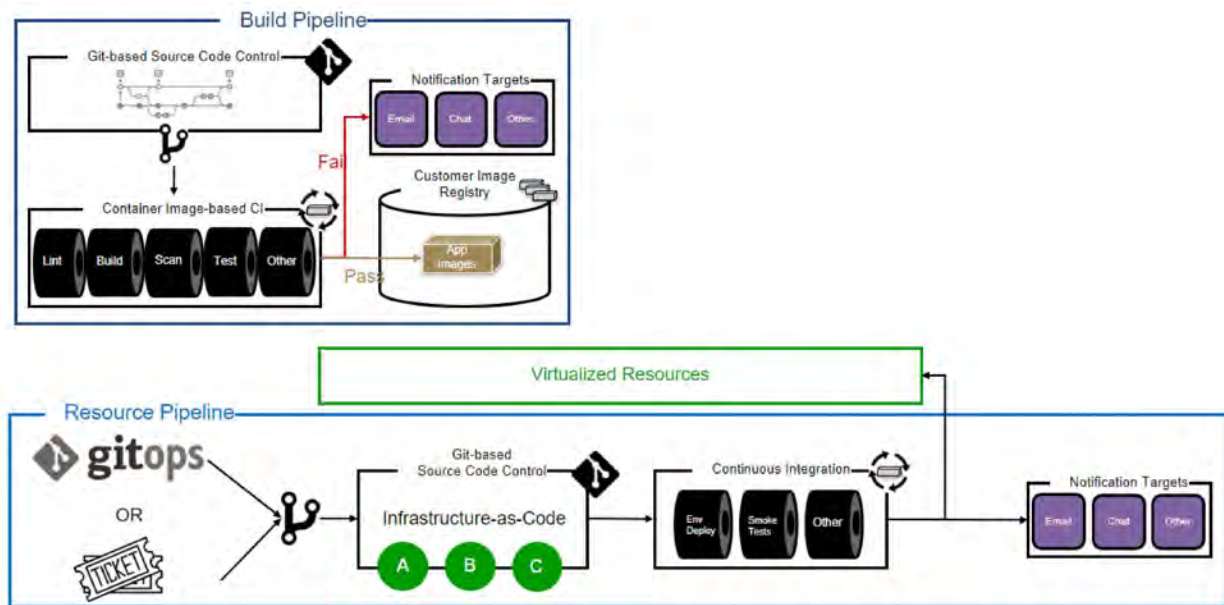


Figure 8: Virtual Platform & Cloud

While we understand Cloud is another person's data center, we also understand moving data anywhere that's not on-premises, may feel uncomfortable. Therefore, in addition to assessments and key conversations with technical leaders, we believe that a cultural conversation needs to be conducted inside an organization to help adopt the new solution.

When CDW•G works with a customer on a Cloud solution proposal, we have an initial conversation (generally started with a coworker from our sales team) and include our Solution Architects. We discuss what matters to that particular organization and conduct an assessment to determine the next best steps. This assessment includes determining which solutions can be migrated to the Cloud and which ones are better when left on-premises. Assessments include conversations, and assessing the physical environment, with the goal output being a clear and concise executive summary.

Following the assessment, our conversation with the customer continues to gain an understanding of their short-term and long-term goals. We create one, three, and five-year plans, taking into consideration many factors including the customer's culture.

Finally, we create a template for customers and build out Statements of Work (SoW) with a Bill of Materials (BoM). Service Level Agreements (SLAs) and best practices are discussed and mutually agreed upon. We understand customers may need additional support, so possible training for staff is discussed and determined.

CDW•G has a full-service capability when it comes to supporting organizations looking for private and public Cloud. From assessment, implementation, containerization, automation, and throughout the lifecycle of application modernization, we will support Cobb County and OMNIA Partners every step of the way.

Local Focus and National Presence

Our customers are the center of all we do at CDW•G and the fuel behind our initiatives, solutions, and services. Part of our dedication to our customers is a sales and service force best suited to the needs of our State and Local Education customers. With a local presence and national reach throughout the US, our team is ready to continue serving Cobb County and

OMNIA Partners. As you may be aware, we have coworkers in offices and remote locations in or near every major city in the US.

OMNIA Experience

Our success on OMNIA contracts noted below will be material to our performance on the proposed contract. We can utilize our proven marketing skills and trusted account manager and other expert coworker networks to continue the contract's growth.

Supplier	Contract Title	Contract Renewed Until	Potential Final Expiration	Lead Agency
 CDW•G	Total Cloud Solutions	09/30/2022	09/30/2022	Region 4 ESC - TX
 CDW•G	Information Technology Solutions & Services	02/28/2023	02/28/2025	City of Mesa, AZ

Figure 9. Our Current OMNIA Contracts

Research and Development

CDW•G has over 20 years of experience in delivering IT services for our public sector and education customers. During that time, we have made a substantial investment in training our service personnel, maintaining our OEM certifications, and developing new services. Our Services Offerings are supported by over 130 coworkers in our Research and Development division. This division works closely with customers, OEM partners, and our sales team to maintain the relevance of our current offerings while developing the next generation of services the market expects from a leading provider. As technology is constantly changing, CDW•G is refreshing and adding new services.

Excellence in Delivering Cloud Solutions

When it comes to Cloud, four factors set CDW•G apart from the competition.

1. CDW•G is customer-focused and vendor-neutral.
 - When it comes to solving our customer's problems, our sales and technology solutioning team is concerned about providing a Cloud solution that is comprehensive, coherent, and cohesive.
 - These solutions solve our customers' current issues while taking into account future initiatives and goals for growth.
2. CDW•G is a one-stop-shop.
 - We offer a coordinated, thorough process that covers everything from designing to orchestrating to managing. Communication is at the heart of our process.
 - One specific way we ensure thorough communication with our customers is in our design and implementation of services. One Technical Solution Architect is responsible for all SOWs on a project. This maintains project-wide integrity and ensures that one active participant maintains high-quality historical customer knowledge.
3. CDW•G structures sales teams to ensure that each one has segment-specific knowledge.
 - If the member is a local school district, their sales team specializes in school districts.

- If the member is a state or local government, their sales team specializes in this area.
 - Our sales teams are deeply connected to their customers, with the average Account Manager having a decade of experience in their role.
4. CDW•G is a leader in the industry growing organically and through strategic acquisitions. In the last several years, we have acquired a number of companies that focus on Cloud solutions and professional and managed services.
- We are constantly evaluating which emerging technologies our organization needs to best serve the ever-evolving needs of our customers

Additionally, while many vendors provide “managed services,” very few offer the full lifecycle of services from assessment to design and implementation. Our managed services offerings are staffed and supported by our own badge offered engineers using tools and intellectual property developed in our innovation labs.

Data Management

Data management solution which uses technologies such as thin provisioning, de-duplication and automated storage tiering to improve storage utilization.

Data Center Management and CDW•G

We know the data center better than just about anyone CDW brings a team of experts to every data center project. Our solution architects and data center specialists evaluate each customer’s specific environment to create a custom solution to meet their goals. Our data center engineers apply decades of technical expertise to building the actual solution and offer ongoing support to keep it running at its best.

Our data center offerings include:

Hyperconverged infrastructure

Hyperconverged infrastructure combines servers, data storage, networking equipment and software into a single, unified computing system, allowing IT teams to manage their data center centrally.

Next-gen storage and backup

Data is growing at an unprecedented rate. A cohesive storage strategy helps your customers minimize costs, increase data security and maximize their data center solution. CDW’s

hardware and software knowledge and nationwide expertise maximize customers’ next-generation backup solutions by designing and implementing an integrated solution that makes business sense in every choice.

Virtualization

Virtualization improves data center performance, reduces costs and makes backups and redeployments easier.

Power and cooling

CDW’s modular, scalable power and cooling solutions help keep data center energy costs low and prevent downtime caused by overheating and power outages.

Managed services

Managing a new data center is a big project. CDW can make it much easier. CDW Managed Services and CDW Aggregation Services save customers more than 20 percent on average — compared with an internal IT-managed infrastructure — and improve the overall quality of support.

Professional services

Handling a data center can be a tough and time consuming task for an IT department. CDW can shoulder the burden of data center implementation, migration, integration, staff training and continued management so IT teams can contribute to more business-critical initiatives.

Configuration services

CDW's certified configuration centers can provide a custom preconfigured data center solution that minimizes customer downtime and disruption.

Visual Communications

Visual communications that integrate audio, video, voice and presentation capabilities.

We Get Professional A/V

From complex video wall solutions supporting mission critical operations centers, to training rooms and live broadcast systems, CDW•G's design services, leading partner portfolio, project management and integration services are committed to providing top quality Professional Audio-Visual (Pro A/V) services to State and Local Government customers.

From Blueprint to Design, CDW•G will deliver your Pro A/V solutions into a new state of readiness. CDW•G designs promote a collaborative and collegial atmosphere as well as better decision-making. Pro/AV is more than just a matrix of inputs and outputs. Discerning users require a new level of collaboration and integration. CDW•G delivers Pro A/V solutions supporting:

- Video Walls
- Digital Display and Projection Room
- Controls
- IPTV and Video Streaming
- Production and Media Management
- Broadcast Solutions
- Digital Signage
- Video Distribution Systems

Below is an example of a video wall designed for one of our emergency response clients.

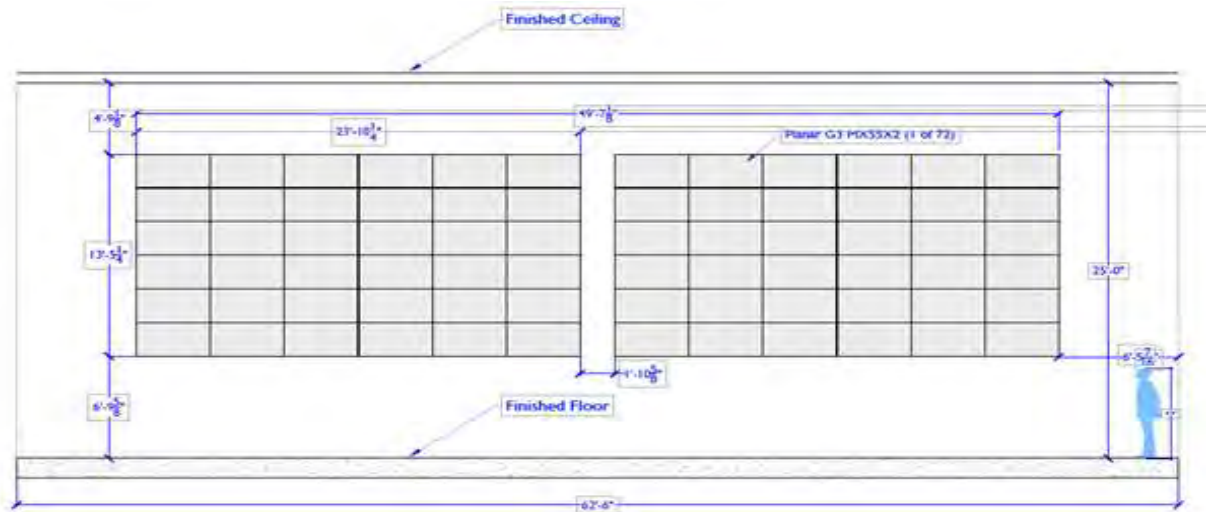


Figure 10: CDW•G Video Wall Design for Public Safety

Top partners include:



Support for Video & AV Projects

CDW•G in conjunction with Exertis Broadcast can fulfill all your audio, video, voice and presentation capabilities. We offer, Pre-Sales Engineering, Installation Services, Programming Services and Fulfillment and Logistics Services.

Our process to fulfil your requirements involve the following steps

- Needs analysis
- Engineering
- BOM
- preSOW /Services Quote
- Installation
- Programming
- Commissioning
- Training

Success Story: Walmart Custom Video Distribution Solution

CDW reached out to Exertis Broadcast's Team CDW looking for video distribution solution for Walmart's TV display walls.

Engagement

After reviewing the needs with Walmart, we realized a product did not exist in production with all the features Walmart required. Exertis Broadcast then worked directly with our partner Gefen to build them a HDMI splitter to Walmart's exact specifications. The custom splitter was built, and a proto-type hand delivered to Walmart within 4 weeks to meet tight testing deadlines.

Walmart tested and moved forward with deploying in all 4000+ stores. The Walmart TV display wall have never looked better and can all be managed remotely.

The customer wanted to work with a knowledgeable partner and find a solution that would not break the bank.

Solution

We were able to provide the customer with a custom video distribution solution.

Outcome

Custom AV and Video products built to client specifications. The Exertis Broadcast team can work with our manufacture partners to design and build hardware specific to CDW customer needs.

For more information on CDW•G and Exertis capabilities, please see the following sections under UCC (Unified Communications and Collaboration) and Broadcast Studio

UCC (Unified Communications and Collaboration)

UCC video teleconferencing solutions that provide for critical infrastructure, emergency operations centers, command rooms, fusion centers, training rooms, and classrooms.

CDW•G offers on-premises, cloud-based and hybrid business communication solutions to help you create a flexible, scalable environment. No matter the environment – emergency operations centers, command rooms, fusion centers, training rooms, and/or classrooms, our vast video teleconferencing solutions help Cobb County and OMNIA Partners meet their business-critical needs. We have provided more detailed information regarding emergency operations centers and command rooms in our response to the Law Enforcement section. The needs for these types of rooms are so unique we have a dedicated Public Safety team built to address these types of engagements.

Video Communication

We can help you equip, set up and manage immersive telepresence rooms as well as formal and informal videoconferencing hubs, including cloud video bridges — all from leading partners.

CDW partners with Cisco to help you radically improve the way you keep your business moving to the cloud and help keep innovation within your grasp. With our deep expertise in Cisco solutions and a team of experienced collaboration experts, we help you understand your opportunities to move to the cloud environment while maintaining the needed CUCM on-premises requirements and providing extended support.

For organizations that are ready to move to the cloud, Dedicated Instance is an add-on service within Webex Calling that provides a bridge allowing for a cloud experience that also supports requirements such as CUCM on-premises support. CDW will provide you with support to implement this service, ensuring you are set up to meet both cloud and on-premises requirements. CDW is the partner to help from day one implementation to extended support.

Managed Collaboration Anywhere Powered by Cisco Webex Calling with Dedicated Instance can help you achieve:

- Operational Efficiencies
- Agility
- Increased Performance

Orchestrating the Right Solution

Moving calling to the cloud can be challenging for UCM customers. The cost and burden of replacing older endpoints, rebuilding complex dial plans and integrations can be greater than any savings that can be realized by moving to the cloud. Managed Collaboration Anywhere Powered by Cisco Webex Calling with Dedicated Instance provides UCM customers a non-disruptive, low-impact migration path to the cloud. With Webex Calling you have the flexibility to distribute users across multi-tenant and dedicated instance call control, and to adjust them over time as needed to address their cloud calling business requirements.

CDW helps you integrate your organization to the cloud, allowing both cloud and CUCM functionality to work together as one platform. CDW isn't just here for implementation; we partner with you to ensure a consistent experience you can expect by providing updates and changes with our extended support. CDW is here to help 24x7x365 through our customer portal, phone or email.

Services Overview

The following services are included in Managed Collaboration Anywhere Powered by Cisco Webex Calling with Dedicated Instance Professional and Managed Services:

Table 1: Managed Collaboration Anywhere Services

Service Offered	Premium	Essential	Basic
Common Device	50%	50%	0%
CDW Services Portal	Included	Included	Included
Managed Services Customer Success Manager	Included	Included	Included
Incident/Problem Management	Included	Included	Included
PSTN Provider Incident Management	Included	Included	Included
Upgrade Management	Included	Included	Included
Firmware Management	Included	Included	T&M
Dial Plan Configuration Management	Included	Included	T&M
MACD Service	Unlimited	200 hrs/yr	T&M
Service Hours	100 hrs/yr	50 hrs/yr	25 hrs/yr

CDW•G has 20 years of managed services experience, 225 managed services analysts and engineers, and 1,000 global engineers.

Traditionally, IT organizations have been good at installing a new piece of technology but commonly fail at realizing the user adoption goals and potential of new tools. This can mean a huge financial investment goes down the drain. More importantly, the added user confusion and loss of productivity from a failed change is a huge risk. The problem hasn't consistently been one simple problem like business buy-in, technical issues, end-user training, or support staff being ready to troubleshoot problems. Instead, it has been because of a lack of targeted and coordinated planning, enablement, marketing, and communications. Our Adoption Services cover all of these aspects and bring them under a single plan and execution.

End-user enablement is about ensuring the end-user is ready to use Cisco Webex Meetings and Collaboration Meeting Rooms (CMR). This effort includes:

- End-user training
- Training guides

As part of the Adoption Management Planning for end-user enablement, CDW•G will validate and plan the following training sessions all to be delivered via Webex with up to 20 participants per session:

- For Cisco Webex Meetings General End-User, conduct up to one (1) 90-minute training session(s) for Webex Meetings (including Collaboration Meeting Rooms (CMR)), Webex Meetings Desktop App, and iOS/Android Mobile App
- For Cisco Webex Meetings Power End-User, conduct up to one (1) 120-minute training session(s) for Webex Meetings (including Collaboration Meeting Rooms (CMR)), Webex Meetings Desktop App, and iOS/Android Mobile App
- For Cisco Webex Meetings General End-User with Video Device training, conduct up to one (1) 90-minute training session(s) for Webex Meetings (including Collaboration Meeting Rooms (CMR)), Webex Meetings Desktop App, and iOS/Android Mobile App and Cisco Video Device

For this project, CDW•G defines a **General Cisco Webex End-User** as an individual who requires training to support normal tasks for scheduling and hosting Webex meetings. The following topics are included:

- Attending meetings
- Meeting controls
- Scheduling meetings
- Hosting meetings
- Sharing content
- Joining from desktop
- Joining from mobile
- Joining from video rooms

For this contract, CDW•G defines a **Power Cisco Webex End-User** as an individual who requires an advanced level of Cisco Webex to support additional tasks such as scheduling for others in the company (i.e., Administrative Assistant leveraging alternate host) or will be a department point of contact for Webex questions. During the end-user training for Power Users, advanced topics will be covered such as:

- Alternate hosts
- Uploading/sharing files
- Meeting recording
- Whiteboarding
- Hosting from desktop
- Hosting from mobile
- Hosting from video rooms
- Permissions and panels
- Engagement tools (chats/polls)

For this contract, CDW•G defines a **General Webex End-User with Video Device** as an individual who requires training to support normal tasks for scheduling and hosting of Webex Meetings as well as joining from video devices. The following topics are included:

- Attending meetings
- Meeting controls
- Scheduling meetings
- Hosting meetings
- Joining from desktop
- Joining from mobile
- Using Touch 10 controller
- On-screen controls/terms
- Managing single/dual self-views
- Single/dual views during calls
- Managing calls
- Contact profiles
- Layout adjustment
- Sharing content
- Attending scheduled meetings

Modernizing Today's Classrooms

At CDW•G, one of our dedicated verticals is the education sector, both K-12 and Higher Education. We understand the unique needs of the education sector, and have specialized resources dedicated to modernizing today's classrooms to provide educators and students alike access to top quality immersive and integrative technologies to bolster their learning. CDW Blueprint to Design® is an ideal tool to help districts, schools and teachers reimagine their classrooms and building space to ensure they're maximizing learning outcomes. The program was created in 2017 and helps educators navigate the addition of classroom IT products and technology and create collaborative learning environments. And since then, more than 900 K-12 schools and universities have participated in the program, including the Rochester City School District, where CDW helped design a truly modern classroom.

Our K12 Strategist, teamed with the depth of our CDW Solution Architects and Account Team, work together to help educators figure out the best classroom design for their space, ensuring that each area has a purpose and takes advantage of the entire room. Since CDW•G is vendor neutral, and have a wide offering of different teleconferencing software, we recommend the best vendor for that given classroom, school, or district.

Broadcast Studio

Broadcast studio solutions for staff that oversee communications and public broadcast efforts which provide integration (system design engineering), fabrication, budgeting, scheduling, engineering, architectural planning (technical grounding, power distribution and facility load requirements), and equipment specification (video, audio, network and storage technologies).

CDW•G has broad capabilities across the broadcast space. While we have direct relationship with a number of top-of-the-line products in various AV categories, we have found the largest

benefit to our customers when we utilize our trusted partner Exertis Broadcast. While this is not an exhaustive list of what CDW•G can provide in this space, we felt it was a good encapsulation of our abilities.

One of the benefits CDW•G brings to Cobb County and OMNIA Partners is our ability to orchestrate a complete solution from video to audio to networking to storage. We work with a wide array of storage providers from Nutanix to Pure, and our architects are specially equipped with an understanding of all product lines to be able to provide the best solution. We like to think of our solution architect as puzzle masters – finding all the different pieces from various manufacturers and putting them together into a masterpiece for our customers.

Further outlined below in the Law Enforcement section, CDW•G's design services, leading partner portfolio, project management and integration services are committed to providing top quality Professional Audio-Visual (Pro A/V) services to State and Local Government customers.

From Blueprint to Design, CDW•G will deliver your Pro A/V solutions into a new state of readiness. CDW•G designs promote a collaborative and collegial atmosphere as well as better decision-making. Pro A/V is more than just a matrix of inputs and outputs. Discerning users require a new level of collaboration and integration. CDW•G delivers Pro A/V solutions supporting:

- Video Walls
- Digital Display and Projection Room
- Controls
- IPTV and Video Streaming
- Production and Media Management
- Broadcast Solutions
- Digital Signage
- Video Distribution Systems

Top partners include:



Through leveraging Exertis, we ensure our customers are receiving the most up to date knowledge and emerging technologies in the broadcast studio space. Like any engagement where we work with partners, the customer, in this case Cobb County and OMNIA Partners, will continue to have their single point of contact with their CDW•G Account Manager. The Account

Manager will bring together the customer and Exertis to full scope out the requirements of the project and ensuring alignment with the end goal.

Exertis Broadcast is CDW’s Video and Pro AV expert. Exertis Broadcast is staffed by industry experts who provide CDW with complete sales support and AV video workflow solutions including system design, needs analysis, demos, proof-of-concept, and on-site client consultation.



Exertis Broadcast has a team of sales, engineering, marketing and support staff dedicated to CDW. They work with CDW Account Managers, Business Development, Partner and Product Management, Solution Architects and Consultants daily to specify AV and video projects for their end users. Exertis Broadcast meets with the CDW end user for project needs analysis, providing a complete design of their video workflow.

Pre-sales engineers will also provide product demonstrations, assist with setting up and supporting proofs of concept, and consult with you to establish AV and video technology standards across the organization.

The Exertis Broadcast team provides post-sales support and training once the project is commissioned. They provide a full turnkey solution for many of our solutions including installation, commissioning, maintenance and training services.

Exertis Broadcast provides technical support for CDW’s Field Solution Architects and Inside Solution Architects for system review and design verification with their video and AV solutions. Exertis Broadcast can go onsite with or without CDW to support the project, provide needs analysis, presales support and consultation.

The Exertis Broadcast team works daily to grow CDW’s video and AV practice with the addition of new partners. We have added several partners over the past year to augment CDW capabilities.

New partners added in the last 12 months include:

Table 2: Video and AV Partners

New Partners			
Allen & Heath	Atomos	Birddog	CADAudio
Castus	ClearCom	Clevertouch	Epiphan
Focusrite	Lume Cube	Mackie	Panopto
PrompterPeople	Vitect		

Law Enforcement

Public safety solutions such as in-car video, body worn cameras, license plate recognition, mobile computing, city surveillance, and digital evidence management.

Technology has come a long way from being merely a convenience to being a must-have for public safety. Today's offerings can raise operational efficiency, ease the constraints of distance, speed critical communication and heighten safety for everyone. But transformation can be difficult. Between technology's rapid-fire changes and public safety's inherent rules, needs and challenges, you need a special kind of knowledge to make IT perform — without having to be an expert.



**Public
Safety**

CDW•G for Public Safety: Expertise That Works

Your mission is safeguarding the public. Ours is helping you do it. We are a specialized practice devoted to public safety issues, with more than 10 years and hundreds of engagements to our credit. Our team of dedicated account managers will guide you to the most impactful choices, address all the requirements, policies and strategies you face every day, and show you how the pieces fit together.

First responders save lives and protect property every day. Technology challenges involving mobility, data interoperability and information sharing may hinder those efforts. But where does an agency start? What are their options? How do agencies obtain tech that works for wherever, whenever? The answers to these questions are the purpose of the CDW•G Public Safety Team.

At CDW•G, we collaborate with fire, police, emergency medical services, emergency management and other agencies to help them understand their options. A little guidance goes a long way, and our knowledge and expertise in deploying technology will support decision-makers in choosing public safety solutions.

Modern-day emergency management and first response requires fast and always-available access to information. Without it, police officers, first responders, and emergency personnel are at a disadvantage against criminals and natural disasters alike. Innovative digital solutions provide new, engaging approaches to fulfilling missions and keeping communities safe. Things are constantly changing but one constant that has remained throughout the last two decades is that Major Events Drive Digital Trends. Highlights in recent American History prove the axiom. Examples include;

- The 9/11 Attacks — Recommendations were brought forth from the 9/11 Commission Report but the standout topic in technology was Radio Interoperability
- Hurricane Katrina — Demonstrated the need for more resilient data and radio communications capabilities as well as more robust disaster recovery plans
- The active shooter at Virginia Tech University — Ushered in a mad dash to acquire citizen alert and notification systems
- The Boston Marathon Bombing — Revealed gaps in the ability to perform analytics on video and image big data
- Officer involved shootings and in-custody deaths in Ferguson, Mo., New York, Baltimore and Charlotte — Drove federal involvement resulting in proliferation of body worn camera deployments

- COVID 19-Pandemic and Civil Unrest — We are only beginning to comprehend the impact

Covering the Spectrum of Capabilities

Video

Cut travel time. Reduce resource allocations. Raise situational awareness and speed response. Do remotely what was once possible only in person.

- In-vehicle video, capture and management
- Body-worn cameras
- Interview room monitoring
- Fixed security
- Surveillance
- Analytics
- Collaboration and telepresence
- Case management
- Cloud solutions

Mobility

Accelerate collaboration and communication from anywhere.

- Mobile data laptops and tablets
- Data collection and scanners
- Mobile printing
- GPS and automatic vehicle location
- Mobile access routers
- Wi-Fi solutions
- Advanced authentication
- Virtual private network mobile software
- Cloud solutions

Data Center

Support growing data loads. Ensure enough bandwidth for increasingly complex communication. Keep it all secure.

- Servers and storage area networks
- Hyperconverged infrastructure
- Backup and recovery
- Virtualization
- Cybersecurity
- Unified communications
- Enterprise wireless
- Alert and mass notification systems
- Power and cooling
- Cloud solutions

Digital Workspaces: Creating a better user experience while streamlining device management and improving access to information

- Handheld and Mobile Data Terminals
- High Performance Workstations
- Mobile Gateways and Routers
- Virtual Desktop and Application Delivery

Mission Effectiveness: Digital Transformation yielding force multiplication, force protection, and delivering more rapid positive outcomes

- Cyber and Physical Security
- Collaboration, Data Center, and Cloud Strategies
- Communications Infrastructure, ESINet, Radio Backhaul
- Surveillance, Recognition, and Evidence Management

Command, Control & Intelligence

- Mission Critical Operations Centers
- Data Visualization & Analytics
- Situational Awareness Platforms
- Mobile & Deployable Solutions

Major Public Safety Events Drive Digital Trends. CDW•G's Next Generation Public Safety approach addresses not only those trends from the past but aids agencies in preparing for whatever is next. Next Generation Public Safety is best described as a process of efforts towards Digital Transformation in Government and is a continual, phase-based effort from Assess & Envision through Planning & Design culminating in Implementation & Optimization. The achievable goals of Digital Transformation include:

- Decreased maintenance and improved operational efficiencies may relieve technology staff of mundane systems management tasks allowing for greater resource effort applied to evaluation, innovation and adoption activities.
- Long-term cost savings can be applied to new investments in deep learning and artificial intelligence. Elevating the safety and security posture and improving compliance adherence offers unquantifiable rewards and helps in eliminating distractions.

The overarching goal of Next Generation Public Safety Transformation is the development of a State-of-Readiness that provides the flexibility to adapt to future innovation. Rapidly absorbing those technologies today that are considered novel is a lofty goal. In the transformational era of tomorrow this capability becomes a general requirement. Nothing should be able to disrupt the digitally transformed agency.

It is today's technology challenges that propel our CDW•G Public Safety Team forward. Since 2005, the CDW•G Public Safety Team has been delivering technology solutions supporting mission critical environments in Emergency Management, Fire & Rescue, Emergency Medical, Law Enforcement as well as the Critical Infrastructure protection. Our focus has changed over the years to keep pace with the challenges of the day. The one thing has remained the same is that Public Safety agencies large and small turn to CDW•G to assist in developing solutions supporting Mission Critical operations.



Figure 11: CDW•G Public Safety Service Timeline

Public safety begins with an experienced and well-briefed sales team who comprise the primary point of contact for all of our customers. The sales teams are supported by a host of solution architects from a variety of disciplines and Public Safety Strategists that provide customers, CDW•G personnel and partners with subject matter expertise. Our comprehensive approach includes:

Supply: We have a large inventory of technology items you use every day

Design/Build: Our Solution Architects can help you through the myriad of choices with respect to designing the solutions necessary to develop the next generation of public safety tools

Contracting: Reduce the administrative cost, required span of control and headaches in your next project with a single agreement and responsible party delivering what you ask for

Strategy Development/Envisioning: Moving into real time policing, developing a new emergency operations center, security center or tactical operations center. Our Senior Strategist can help you develop and document a plan of action.

We Get Mission Critical Operations

Historically, Mission Critical Operations in Public Safety Work have included emergency operations centers, dispatch or communication centers, fusion centers, and the standard agency data center. The last decade has given rise to a new breed of operation center including those supporting real time crime fighting, joint task force collaboration, cyber intelligence and excellence as well as network operations. Regardless, these centers are where people and advanced technologies intersect.

Enhanced situational awareness, data correlation and decision support systems combine to aid in visualizing a common operating picture in the next generation of Operation Centers. The end-game to this is force protection, force multiplication and the rapid delivery of positive outcomes. At the end of the day, next generation technologies widen the view of operations by integrating advanced data analytics with video surveillance systems, sensors and other technologies that gain better situational awareness.



CDW•G and its powerful partners expand the value of these technologies delivering hindsight, insight and foresight to Public Safety.

In preparing for the demands of tomorrow, a Next Generation approach is required to address the priorities of today. These must include future challenges. Solutions must also always work. It will not do for a critical solution to fail during a major response. The CDW•G and Partner designs keep that thought at the forefront.

CDW•G provides Technology Design/Build & Prime Contracting Services for the completion or rehabilitation of Mission Critical Operation Centers. We understand the importance of recognizing the unique needs of Law Enforcement, Emergency Management and Fire/Rescue. CDW•G provides solution sets which give our customers a near future-proof platform for placing critical information into the decision-making process.



Figure 12: CDW•G Public Safety Offerings

We Get Spatial Engineering

Our spatial design strategies consider how people are routed throughout your work center daily and during times of crisis to maximize optimal communication between operators and key stakeholders. When you choose to employ our experienced team of spatial engineering partners, we will work together determine the configuration that best supports your organization’s communication and collaboration objectives, ensuring continuity of operations and minimizing the impact of the upset condition. Our public safety console environment solutions are designed with the operator in mind.

An operator’s comfort is paramount to their productivity and overall health. Our ergonomically designed control room solutions encompass a variety of self-adjustable components and accessories, which are designed to be an extension of an individual’s day-to-day operations.

Our partner solutions enable greater environmental controls such as temperature and fan controls, height adjustments, lighting, and other elements to mitigate fatigue and improve operator alertness. Our situational lighting solutions enhance communication, awareness, and coordination, which support effective incident deployment strategies amid emergencies.

CDW•G and its partners provide ergonomic solutions and spatial engineering services to transform your next center into a state-of-the-art facility. We lead the overall center design/build efforts, in conjunction with industry leading partners. Partners we work with often include:



vari Humanscale®



Figure 13: CDW•G Spatial Engineering Sample

We Get Situational Awareness

CDW•G partners with leading software companies to provide for a myriad of solutions to help our customers solve their problems. Workflow management, citizen portals, asset and inventory management, dispatch, records management, and situational awareness platforms can all be implemented by CDW•G and its partners. A common operation picture (COP) is a continuously updated overview of an incident compiled throughout an incident's life cycle from data shared between integrated communication, information management, and intelligence and information sharing systems. The goal of a COP is real-time situational awareness across all levels of incident management and across jurisdictions. The objective of a COP for support in a coalition environment is to decrease the Decision Cycle Time (OODA loop - Observe, Orient, Decide, Act). Cobb County and OMNIA Partner Law Enforcement Agencies need their agents, analysts, first responders, and officers to be able to make decision quickly and efficiently, with accurate information. CDW•G understands this need and our applications help to orient data, create the Common Operating picture, and allow life-saving decisions to be made.

The needed data often exists in multiple legacy solutions, on the web and in an unstructured form. Making sense of the data and achieving the ability to turn data into actionable intelligence in real-time takes a great deal of integration.

CDW•G and its partners provide the platforms to get started quickly as well as the integration, development and orchestration expertise to move forward ahead of the pace of change. CDW•G has a long history of developing Microsoft-based solutions into usable applications for emergency management and law enforcement. Our recent acquisitions of IGNW, Aptris, and Aeritae are evidence of CDW's continued commitment to providing world-class software development, integration and orchestration services.

CDW•G works with industry leading partners within the situation awareness platform, including:



We Get Surveillance

Video surveillance capabilities have come a long way over the years. Legacy systems, made up of cameras and digital video recorders, primarily captured and replayed past events, limiting organizations to a reactionary security approach. Enhanced by analytics software, today's video surveillance solutions give organizations the tools they need to take proactive safety and security measures. The benefits now include utilizing surveillance to ease road congestion or monitor high pedestrian traffic areas, enhanced video surveillance enables digital transformation across every agency type, and more.

By integrating advanced data analytics software and Internet of Things (IOT) sensors with IP-based cameras and video management systems, CDW•G expands the value of surveillance technology. That means Cobb County benefits from not just hindsight, but also insight and foresight.



HINDSIGHT:

WHAT HAPPENED?

With traditional, forensics-based applications for video, you can investigate a recorded event, identify a bad actor, monitor facilities, analyze a complete process in a system or validate that a system worked as planned.



INSIGHT:

WHAT'S HAPPENING NOW?

Video analytics can elevate your security team's situational awareness and enable you to identify and react to events in real time. Analytics can unlock operational value by monitoring the flow of people, goods, or processes and triggering a response based on predetermined criteria.



FORESIGHT:

WHAT WILL HAPPEN NEXT?

With predictive analytics, you can leverage video data to identify trends and forecast events, giving your team foresight into the next threat and helping operations pinpoint future process flaws to improve decision-making.

Some of the leading manufacturers CDW•G partners within this space include:



Mobility

Mobility services to keep users connected, responsive and secure such as email protection, download prevention, containerize content on devices, self-destructing content, and content linked back to the user.

Procuring, configuring and refreshing mobile devices across different operating systems and carriers can be a challenge. From smartphones, tablets and notebooks to routers and point of sale systems, we can help you integrate your software and services to get the most out of your devices.

Configuration and Activation

CDW's configuration experts work with your IT staff and your carriers to ensure your enterprise mobile devices are automatically activated, enrolled and ready to use right out of the box. We

offer software configuration and imaging services for Windows, iOS or Android, and our tagging, tracking and laser etching services help you streamline asset management.

Procure and Provision

Our Mobility Management Portal simplifies administration of devices, including selection, deployment, expense management and help desk services. Employees can order from a predefined catalog, perform upgrades or make changes to existing services — all in accordance with your internal mobile device policies.

Device as a Service (DaaS)

DaaS gives your organization fully supported, customized devices for a monthly subscription fee, allowing you to shift procurement costs to an operating expense. We'll take care of managing technology refreshes, securing your devices, procuring management software, providing help desk services and recycling devices.

Why CDW•G

Unmatched Expertise

Our mobility experts have helped thousands of customers craft BYOD and mobile device policies from the ground up.

Flexible Financing Options

We will work with you to determine the best financing method for your organization, be it a traditional purchase, lease or through a monthly subscription.

Industry-Leading Partnerships

Our partnerships with the industry's top mobile providers give you access to the widest selection of devices, mobile OS and carriers — with top-notch customer service to boot.

Mobile App Development and Strategy

Mobile apps are both an opportunity and a challenge for organizations looking to improve worker productivity and customer experiences. A solid mobile application strategy, from procurement to management to development, will put you ahead of the competition.

Our Enterprise Mobility Management (EMM) and workspace collaboration solutions can help you manage and secure your mobile environment across multiple devices and platforms.

Our Mobile and Productivity App Services

The ubiquity of smartphones and tablets has changed the way organizations deliver information. We can help mobilize your operations to streamline workflows, boost productivity and reduce expenses. **App Strategy**

Before your organization selects off-the-shelf or customized apps, we'll help you develop a strategic view of your mobile app initiatives. We'll help you map deployment and development decisions based on your needs, budgetary constraints and IT infrastructure. Your custom app strategy will serve as a critical roadmap as you migrate to a more mobile environment.

Mobile Application Development

Mobile app development allows your organization to meet stringent requirements around performance, functionality and user experience. Our partner network of tier 1 developers provides native, HTML5 or hybrid apps based on your needs. Additionally, we offer Mobile

Application Development Platforms (MADP) for organizations that want the tools to quickly create, deploy and maintain apps in house.

Your Custom App Store

Give your employees a central point of access for the apps and tools they need to be productive. Your centrally managed and custom-branded app store can include both IT-approved, off-the-shelf apps and custom-developed mobile apps.

Content Sharing & Management

The right file-sharing and online collaboration tools can help you tap into vital knowledge instantly and share it throughout your organization. Our cloud-based software as a service (SaaS) solutions can help encourage innovation and build relevant communities while maintaining the security of your corporate data. Choose from top partners such as Box, Google Workspace and Office 365.

Office Productivity Apps

How can you get more from your employees and your budget? For many organizations, it means getting a little creative. It means embracing innovation. It means moving software to the cloud with SaaS productivity apps. We can help you select the right productivity app and design a customized, scalable solution that grows with your business.

Enterprise Portals

Enterprise portals give your organization a single, secure place to store, organize, share and access information from almost any device. Web-based SaaS portals enable online collaboration — anywhere, anytime. We'll help you customize an enterprise portal that fits your needs, budget and business goals.

Strategies Designed for Growth

Our collaborative approach to enterprise mobile apps prioritizes your objectives, budget and timeline. We'll help you design a comprehensive mobile app strategy with simple management tools, robust security and scalable features that evolve with new technologies.

Cross-Industry Expertise

We have specialized teams across a number of industries — including retail, healthcare, energy and utilities, and K-12 and Higher Education. Our experts can help you mobilize existing workflows and unlock new strategies that transform the way your team works.

End to End Services and Support

Our planning services and assessments ensure your productivity strategy is aligned with your business goals. We also offer full implementation, training and adoption services to help your employees mobilize faster, giving you a better return on your investment.

Mobility Management, Collaboration, and Security

We provide a full range of proven mobile device management and collaboration tools as well as end-to-end security from the industry's leading providers. We help you simplify mobility management and mitigate risks so you can spend less time on tasks and more time on projects.

Enterprise Mobility Management (EMM)

EMM takes the burden of day-to-day mobile management off IT's hands and empowers workers with uninterrupted access to the tools they need. Our mobility management and security

services include mobile device management, mobile application management, mobile content management, custom app stores and mobile device policy definition.

Mobile Workspaces

Many clients are turning to mobile workspaces for secure mobility. We offer leading workspace solutions including desktop virtualization, application virtualization, EMM and file sharing, all supported by our professional services to ease selection and deployment.

Procurement and Expense Management

In addition to simplified procurement of devices, our Mobility Management Portal provides help desk services — including phone, online chat and self-service support — as well as expense management services with custom reporting to ease the burden on your IT staff.

End-to-End Security

With more than 15 years of experience with security solutions, our mobility and security teams work together to provide risk mitigation advice, including network and mobile security, data loss prevention and advanced threat protection technologies.

Streamlined Productivity

Our custom solutions give you device management, app store and sign-on options, as well as the option to grant users access to legacy applications without the cost of mobile app development.

Simple Payments and Cost Controls

With Mobile Expense Management, you can automate the tedious review, approval and payment process. You can also get insight into cost-saving opportunities and alerts about compliance issues.

Industry-Leading Partnerships

We work with the industry's leading brands, giving you unmatched choice and expertise in selecting the best mobility management, collaboration and security solutions.

Work From Home (WFH)

Work from home productivity involves more than just a functioning laptop. Networks need enough capacity and secure endpoints for workers to access their files and applications from anywhere, and employees need access to cloud applications to take full advantage of the collaboration tools available to them. CDW can help you build or expand your WFH strategy so employees can accomplish more in more places.

An example of a tool to work from home is Zoom

Together, Zoom and CDW bring you the communications technology your business needs to evolve.

Business Communications

CDW can help you develop a flexible collaboration solution based around your Zoom platform, to fit your user needs and goals.

Digital Workspace Consultation

Available free of cost, CDW's collaboration workshop lets you explore your full Zoom capabilities and develop a customized communications strategy.

Digital Workspace Services

Whether your communications are in the cloud, on-premises or a hybrid solution, CDW Amplified™ Workspace services meet you where you are, with comprehensive support.

Asset Management

Asset management solutions to identify and manage installed software, hardware and license entitlements.

We Understand IT Asset Management

IT Asset Management (ITAM) is a set of processes and tools that enables organizations to manage their IT assets on an ongoing basis, so that they can establish controls, gain visibility into their environment, optimize costs, and maintain license compliance.

At CDW, our wide range of IT Asset Management solutions is customized to assist Cobb County in maturing your own Asset Management practice, while always aligning to Cobb County's specific business goals.

These are the Elements of Successful Asset Management



Figure 14: Elements of Successful Asset Management

Our IT Asset Management Strategy Focuses on Four Solution Types:

Project Based Engagement

Gain Visibility Into Your License Position.

This customized engagement helps ensure that you gain control of your software environment, by providing an Effective License Position (ELP). Great for True-Up and Renewal time!

Maturity & Risk

Start Planning Your ITAM Strategy And Understand Your Risk

Identify the stakeholders, policies and inventory processes at the heart of your ITAM practice.

Technology Platforms

Using Industry-Leading Platforms for Successful Asset Management.

Having access to accurate, real-time inventory data empowers better decision-making and drives business outcomes

Ongoing Solutions

Our Ongoing Services Are Tailored to Your Business Needs – Increasing ROI

Customized engagements that ensure consistent visibility into assets and drive continuous improvement

ITAM Maturity Assessment

With such a large portion of their IT budgets dedicated to software, organizations need a way to manage hardware and software assets on an ongoing basis. CDW's IT Asset Management (ITAM) practice offers a focused approach to tracking the location and configuration of IT assets, helping organizations not only optimize costs but also maintain license compliance, streamline contract negotiations, support mission-critical technology rollouts and prepare for digital transformation

CDW's Asset Management Maturity Assessment combined with our proven engagement framework allows us to help our customers:

- Define a vision for a successful practice
- Document recommendations on policy/process/procedures
- Build a roadmap for implementing your Asset Management practice
- Improve service levels
- Provide the ability to optimize costs and utilization of assets
- Ensure supply meets the demands of the business and that IT assets directly support specific business productivity requirements in the most efficient and reliable way possible
- Mitigate risks associated with governance practices, compliance requirements, and business continuity
- Provide the ability for true cost allocation

Building Long-term Capability Through Technology

CDW recommends using an industry-leading Asset Management technology platform to manage and discover your environment. Our goal is to align the appropriate technology to help meet your business goals and drive IT initiatives. Our strategy includes:

- Understanding your existing investments in asset management
- If no asset management technology is in place, we can then assist in making technology recommendations, aligning resources for product demonstrations, and working with the vendor to set up proof of concept.
- Working with Cobb County to understand short and long-term business goals
- We can help Cobb County assess if your current investments are able to achieve these goals.
- Assessing additional applications
- We can help evaluate whether integration with specific business applications and/or systems are required to support you.

Empowering Your Practice

Continuous improvement and internal communication are key in a successful ongoing Asset Management program. With an IT platform as the foundation, CDW can provide customized, ongoing consulting that can positively impact a customer's ROI.

Ensure Proper Communication

With our partners at Universal Management Solutions (UMS), we can work with Cobb County to design an ongoing IT Asset Management (ITAM) strategy and support services- so you can focus on more strategic IT efforts.

Ensure All Cobb County's Publishers Are Listed

We can ensure that Cobb County is spared the ongoing process of publisher contract management, or we can focus on just a short list of concerns. We can be flexible to accommodate Cobb County.

With visibility gained into the entire publisher environment, CDW will identify the redundant products in your environment, allowing for rightsizing your licensing investments

Software Management and CDW

With assessments, technology validations, deployments, ongoing management and experts on-hand. CDW can help with every phase of the software solution. Our services and specialists include:

- **Test Assessment and Roadmap:** We develop a three-year roadmap for your customer's software environment with assessment and envisioning sessions, proofs of concept, health checks, product and licensing program comparisons, contract negotiation and image processing services.
- **Onsite Software Deployment:** Our experts install and configure Cobb County's on-premises software for desktops, notebooks, tablets, smartphones, servers and routers.
- **CDW Software Asset Management:** Hosted by CDW and powered by Snow Software, our license management service gives customers a clear view of the software being used across their devices.
- **Software Asset Management (SAM) Specialists:** Our certified SAM specialists analyze customers' licenses and provide reconciliation services to help them understand where gaps exist between entitled and employed licenses.
- **Licensing Account Executives:** Experts perform onsite reviews of the software environment. We use this information to recommend the best products and licensing programs for your budget, and help manage those assets throughout the contract.
- **Partner and Technical Specialists:** During initial consultation, our presales systems engineers answer any in-depth software, licensing and technical questions.

Data Protection

Data protection to protect, backup, recover and archive data and applications.

Data is your organization's most precious asset, but storing and protecting that data can be a challenge. Your IT team must contend with a laundry list of internal and external threats while also managing increasingly complex hybrid storage environments. Those tasks are made even more difficult when you consider the growing number of data-intensive applications your users depend on every day. Overcoming data protection and storage hurdles requires solutions and services that suit your needs and environment, as well as a trusted partner like CDW that can help you navigate your options.

Investing in storage through CDW can help address:

- Risk
- Agility
- Cost

Partnering with CDW for data protection and storage can help you achieve other key organizational and IT objectives, including:

- Mitigating risk
- Managing storage resources productively
- Supporting diverse user requirements
- Maintaining cost controls

Why You Should Partner with CDW

Because every dollar counts, your organization needs to maximize the value of its data storage and protection investments. CDW's tenured and certified solution architects can build a customized plan that ensures you unlock the storage performance and resilience you need within your preferred budget and spending model. We also deliver:

- Vendor-agnostic expertise driven by our industry-leading partnerships
- A full-stack approach that supports you at every stage of your journey
- Dedicated support from a team that's worked with organizations of all sizes

Energy and Water Conservation

Energy and water conservation solutions to deploy advanced metering infrastructure (AMI) systems designed to measure, collect, analyze and monitor usage real time. Examples of projects include automated meter projects, SCADA (Supervisory Control and Data Acquisition) projects, and security projects.

CDW has long been conscious of our impact on the environment especially regarding our energy consumption, and we have taken significant steps to effectively manage our consumption of resources and lessen our environmental impact.

ISO 14001:2015 Certification

Our environmental policy and Environmental Management System (EMS) define the structure, practices and procedures for our environmental program. As part of our commitment to continuous improvement, we regularly evaluate the efficiency of our use of natural resources. We seek to identify and address opportunities to improve by reducing waste to landfill through enterprise-wide recycling initiatives, implementing innovative packaging solutions, and integrating principles of environmental responsibility throughout our business.

All CDW distribution centers and two of our U.K. offices hold ISO 14001 certification, the international standard for Environmental Management. These certifications ensure consistency and effectiveness in our EMS and demonstrate our long-established commitment to managing our business responsibly.

Energy Management – Carbon Emissions

At CDW, we look for opportunities to make meaningful reductions in our carbon footprint. Given the non-manufacturing nature of our operations, our facilities do not represent our greatest source of emissions. Rather, shipping and logistics functions present an opportunity for us to focus on carbon emission reductions through our relationships with value chain partners. Approximately 98% of our US shipments are delivered by carriers enrolled in the US EPA SmartWay Transport Partnership, which helps companies advance supply chain sustainability by measuring, benchmarking and improving freight transportation efficiency.



Figure 15: ISO 1400 Certification

We also have programs aimed at consolidating freight volume and reducing the number of shipments and vehicles needed to complete a delivery, which enables our carrier partners to reduce carbon emissions.

beGreen Program

CDW implemented a formal beGreen program to foster a culture of environmental responsibility that encourages coworkers to reduce, reuse and recycle. Our beGreen initiative provides coworkers with the platform to share ideas and take collective action to improve our environment. Areas of focus include:

- Coworker education
- Community awareness
- Recycling
- Resource conservation



Figure 16: CDW•G's beGreen Initiative

Our beGreen program continues to provide coworkers with a platform to share ideas and take collective action to protect our environment. The program is managed by a cross-functional team of coworkers from multiple CDW locations, and participation continues to be strong since its inception 13 years ago.

Reducing and eliminating waste through recycling, wherever possible, is ingrained throughout our organization. Our coworkers develop and lead efforts to help reduce waste to landfill from personal consumption and business use. Our dedicated beGreen staff continually looks for more ways to be environmentally responsible.

Financial Services

Financing options such as lease, lease to own, lease with option to own, and IT as a Service.

CDW•G's Financing Solutions Team helps members navigate through all the available payment solution options (leasing, financing, subscriptions, etc.) CDW's Financial Partners provide to select the best option to fit the customer's needs. For members with a Master Lease Agreement established, we more than likely have a partnership in place with their provider, or can establish one, to extend their existing agreement to incorporate purchases from CDW•G. We are a recognized force with many of our Financing Partners, such as our 2017 HP PartnerOne Financial Services Partner of the Year Award and the 2019 Cisco Capital Central Partner of the Year Award. Often, we leverage relationships with our partners to offer more advantageous rates, terms, and structures. For members that have diversity requirements to meet, we can recommend WBE certified partners.

At CDW•G, we focus on providing the best solutions in the industry—not simply the latest solutions from a single provider. CDW•G can facilitate an agreement between Cobb County and a variety of leading financing companies that can help you obtain the payment terms that best fit your unique needs and budget requirements. Cobb County can secure a payment solution structure with maximized options and terms. Our Premier Financing Partners include:

- Arrow Capital Solutions
- Cisco Capital
- Dell Financial Services

- HPE Financial Services
- Lenovo Financial Services
- LEAF Commercial Capital, Inc.

Success Story: IT as a Service

United States Census Program



The Decennial Census is a once-a-decade activity that takes years of planning to carry-out the largest peacetime workforce mobilization in the US. CDW•G began developing and planning our technical and operational solution in 2015, well in advance of the 2017 contract award date. The US Census Decennial program mission is a Constitutionally mandated program established to accurately count each person in the US and count them only once. This is accomplished over a series of Census Field operations carried out across the USA and its territories with the final

objective to provide the complete Census report to the US President by end of year.

Since 2017 DW•G has been providing the US Census Bureau mobile technology under a large **Device-as-a-Service** prime contract. This contract includes full life-cycle technology management from leveraging CDW•G's ISO accredited secure supply chain practices to acquire, configure, test, ship and recover/disposition over 650,000 mobile devices. In addition to cellular assignment and activation, CDW•G also provides device security via Mobile Device Management with active tracking, monitoring and managing of the very large fleet of deployed devices. CDW•G also offers Program Management, Technical solution architecture (Win10 and iOS), Asset Management, Contract and Subcontract management, consolidated shipping and reverse logistics, and Tier 2/3 Help Desk support.

CDW/CDW•G have maintained performance throughout the COVID 19 pandemic and have shared with our Census customer our best practices utilized to ensure that there is no disruption in our services. We proposed 7 Small Business/Diverse suppliers and have subcontracted more than 20% of the program total to SB entities.

Other Services and Solutions

Services and solutions not listed above that may be proposed by Offeror.

As organizations face limited time, budgets and talent to tackle the ever-growing list of challenges running their day-to-day operations, IT leaders need a way to handle priority projects without overtaxing internal staff. CDW Staff Augmentation and Ad Hoc Support Services help meet the demands of your organization in unique ways. We provide skilled staff to augment your team with expertise in a wide range of technologies, offering an objective view of IT that ensures you'll always receive the right solution to your problems — not just the one that's convenient.

CDW AMPLIFIED™ Services Portfolio

Cobb County and Omnia Partners will benefit from accessing a comprehensive set of services that offer an unparalleled breadth of services. Our portfolio of services includes data center, networking, hybrid cloud, end user workspace and collaboration, application development, data analytics, and technical support and service desk services. Our services are purpose-built, with pre-defined service descriptions, statements of work, deliverables, service level objectives, and

pricing. The benefit for your members is the ease they can transact with CDW•G from solution planning to service startup.

A summary of our entire Services portfolio is presented below.

CDW AMPLIFIED™ Infrastructure Services provide the expertise, tools, and resources to scale and future-proof Members' critical data center and network architecture. For example, our service engineering can help scale and optimize an existing on-premise data center to meet increasing application workload or design and implement a solution for migrating applications and infrastructure to a hybrid cloud solution. With the acquisition of Apris, CDW now provides ServiceNow services for the design, orchestration, and management of customer's ServiceNow applications, including ITSM, ITOM, SecOps, CSM, and HR Management. Our entire Infrastructure Services portfolio includes:

- Networks: Enterprise Data Center Networking, Software Defined Networks (SDN), Wireless Networking
- Hybrid Cloud: Hyperconverged/Private Cloud Deployments and Public Cloud solutions for Azure and AWS Services
- Operating System (OS): Management administration of virtual/physical server and OS, Infrastructure Application support, Database Services, and ServiceNow Services.
- Data Center: Power/Cooling, Storage, Compute, Data Protection, Virtualization, Software-defined Data Center and Networking

CDW AMPLIFIED™ Workspace Services provide a comprehensive approach for end users, educators, and students to work from anywhere, on any device, at any time. Our two configuration centers can support complex deployments, including staging, imaging, integration, kitting, and deploying up to 10,000 devices per day. Workspace Services also provides integrated solutions for managing the security risks to endpoint devices to remain productive and secure. Workspace Services includes:

- Collaboration: Voice, Video, Messaging, Conferencing, Contact Center, Productivity Applications, and Content Management.
- Endpoint Services: End User Compute, Mobility, Unified Endpoint Management & Security, and Managed Print Services

CDW AMPLIFIED™ Security Services help customers with ever-evolving security threats and maintains compliance with their industry and regulatory standards. Cybersecurity risks are higher than ever, and organizations require continuous defense, detection, and dynamic responses against evolving threats while maintaining industry compliance. CDW Amplified™ Security services provide independent evaluations of a customer's security posture and help fortify against identified weaknesses. Our security engineers can design comprehensive strategies and solutions for protecting critical IT resources and data. Our security engineers hold certifications in CISSP, CISA, CISM, CIPP, Ethical Hacking, ISO Auditing, and ITIL.

Our Professional Services can orchestrate advanced network defense techniques such as next-generation firewalls, advanced endpoint protection, content security, and access management. Security Services includes:

- Information Security: Risk and compliance assessment, penetration testing, and comprehensive security assessments, vCISO advisory services
- Detect and Respond: Security Incident Response services, Log aggregation and Correlation, Security Incident and Event Management (SIEM)
- Physical Security: Physical access controls, Video Surveillance, Environmental Sensors

- Secure Platform: Managed Next-Generation Firewall (NGDW), Intrusion Protection System (IPS), Identity and Access Management (IAM), and Network and Managed Zero-Day Endpoint Protection
- Managed Cloud SIEM with vulnerability and threat intelligence, advanced analytics, prioritized alerting and reporting, and end-to-end incident response

CDW AMPLIFIED™ Development Services help customers address their growing technical debt in their legacy application stacks and software delivery processes. Development Services provides modern, cloud-native technologies and industry-leading best practices to allow customers to develop applications that revolutionize their infrastructure and solve business issues. CDW Amplified™ Development Services help our customers modernize and streamline their application delivery with the following services:

- Software Engineering: Custom Software Design and Consulting, Application Architecture, Agile Development using DevOps, and software engineering utilizing Continuous Integration/Continuous Development (CI/CD) methodologies.
- Application Modernization: Refactoring legacy applications to modern application principles using containers, microservices, and event-based architectures.

CDW AMPLIFIED™ Data Services help customers make data-driven decisions by leveraging the benefits of a modernized data warehouse. Data Services also provides Artificial Intelligence (AI) and Machine Learning (ML) services for clients to develop actionable insights and realize the full benefit of their data warehouse. Data Services includes:

- Data Modernization: Builds solutions to modernize Data Warehousing applications using multiple vendor platforms
- Data Analytics: Creates advanced data visualizations and analytics solutions utilizing vendor platforms from Microsoft, AWS, Google, Splunk, and Tableau
- AI and ML: Builds and deploys AI/ML solutions for operationalizing customer data that can help predict and proactively respond to emerging market trends and demand

CDW AMPLIFIED™ Support Services deliver custom warranty, maintenance, and technical support services that augment a customer's IT staff so they can focus on maximizing business outcomes. Support Services includes:

- CDW Technology Support Service (CTS): Provides a 7x24 single point of contact support for technical and maintenance support on Cisco, Microsoft, and Palo Alto Networking products. Our expertise provides faster response times and more cost-effective solutions when compared to OEM branded technical support.
- E-Learning Technical Support: Our IT and AV support professionals provide a highly responsive Level 1 service desk for Educational institutions that rely on hybrid or remote learning for their student's educational needs.

Staff Augmentation Services:

Many managed service providers offer IT staff augmentation as part of their service offerings. What differentiates CDW•G's Technical Resourcing is our 20+ years of experience providing IT services and solutions and our sole focus on Information Technology and Engineering resourcing. As an IT engineering company that provides advanced Application Services, DevOps, Cybersecurity, Cloud Architecture, and Big Data, we understand the skill sets and experience a member needs. Members can be confident in CDW•G's ability to identify candidates that meet the technical requirements of the role. This level of technical acumen uniquely positions us to help Members fill their most challenging IT staffing requirements seamlessly and expeditiously.

We use the same recruiting team to attract candidates for internal postings and customer positions. This provides us a competitive edge compared to other staffing firms that do not have the domain knowledge or bench of proven candidates. Our strength and value lies in providing a white-glove experience compared to other staffing MSPs. Our recruiters do not just gather and forward resumes from job postings. Instead, each recruiter discusses the role with the hiring manager to understand both the client culture and the soft and hard skills needed for a successful placement. Our goal is to respond with one to two quality candidates within a week of meeting the hiring manager. Our experience is we can fill 81% of the openings with one or two candidates, cutting down on time spent in multiple interviews .

Project Management Services

CDW•G's Project Management Office's (PMO) mission is to drive excellence and leadership in Project and Program Management for all of our customers. We leverage a proven methodology based on the Project Management Institute's (PMI) standards and best practices while tailoring projects to meet business outcomes and requirements. Our PMO is an active member of the PMI Global Executive Council whose role is to lead and direct the future of the project management profession and ensure its continued growth and success. We have over 160 customer-facing Project and Program Managers, with over 70 being PMP Certified.

Our project methodology is scalable to any project size, customer-value driven, and flexible enough to integrate with your member's methods as needed. By being PMI aligned, we focus on communication, quality management, and continual improvement during all phases of the project. More information on these phases is described below.

- Project Initiation confirms the initial contract, the scope of work, resource requirements, prepares the kickoff meeting.
- Planning focuses on discovering and understanding requirements and stakeholders, communication plans, and delivers the project plan.
- Execution manages the design, implementation, testing, and migration of services, coordinating CDW engineers and the member's project resources.
- Closure finalizes the handoff to operational support, project closure documentation, and final project closure meetings. The closeout meeting is also the opportunity to review the customer's perspective of success and lessons learned during the project.
- Monitor and Control occur throughout the project's lifecycle to ensure that the project status, budget, and milestones are monitored and reported on a timely basis.

Experience [RFP 5.4]

Include a list of the five (5) most relevant or comparable contracts completed by your firm during the past five (5) years with a public entity. For each contract, provide the following information.

- Scope of services/contract description.
- Dollar value of contract.
- Assigned project personnel.
- The contracting entity's contact person, current phone number, and current e-mail address as reference information.

Reference 1	Client Name:	Collier County, FL
Scope of Services/Contract Description		
Collier County utilizes the OMNIA Partners contract (formerly National IPA) for all goods and services that CDW is able to source for them. Typical manufacturers include, but are not limited to, Cisco, Vmware, CrowdStrike, NetApp, APC, Microsoft, and Dell.		
Dollar Value of Contract	\$4.3M Annually	
Assigned Project Personnel		
Name	Anson Hira, Advanced Technology Account Executive	
Name	Kyle Johnson, Executive Account Manager	
Name	AJ Lucci, Regional Manager	
POC		
Name	Mark Fowski	
Telephone	239-252-8322	
Email	mark.fowski@colliercountyfl.gov	

Reference 2	Client Name:	Orange County, FL
Scope of Services/Contract Description		
Orange County utilizes the Sourcewell contract for all goods and services that CDW•G is able to provide or source. CDW•G has provided professional services of advanced technology solutions including, but not limited to: MS Exchange, MS Active Directory, M365, VMware, Nutanix, Juniper, PeopleSoft, Security managed services, and Staff Aug personnel.		
Dollar Value of Contract	\$10.1M	
Assigned Project Personnel		
Name	Anson Hira, Advanced Technology Account Executive	
Name	Kyle Johnson, Executive Account Manager	
Name	AJ Lucci, Regional Manager	
POC		
Name	Mack RiCharde	
Telephone	407-836-5200	
Email	mack.richarde@ocfl.net	

Reference 3	Client Name:	Nashville Electric Service Board, TN
Scope of Services/Contract Description		
NES has approved the NIPA Corporative contract for all CDW•G purchases. They have been utilizing this contract since 2015. CDW•G has performed the following services for NES:		

ServiceNOW Integration, Splunk Installation and Data Migration, Nutanix install and configuration and Wireless Site Survey.	
Dollar Value of Contract	\$1.5M
Assigned Project Personnel	
Name	Robert Sullivan, Executive Account Manager
Name	Griffin Curcio, Executive Account Manager
Name	Austin Hudson, Nashville Advanced Technology Account Executive
POC	
Name	Matt Dodd
Telephone	615-747-3199
Email	hdodd@nespower.com0

Reference 4	Client Name:	City of Boca Raton
Scope of Services/Contract Description		
City of Boca Raton has leveraged the OMNIA Technology Contract through CDW•G for 90% of their IT Hardware and Software needs for more than 7 years. In addition, the city has utilized our Affiliate, Sirius, a CDW company, for nearly the same tenure as their primary IT professional services provider.		
Dollar Value of Contract	\$2.7M Annually	
Assigned Project Personnel		
Name	Ray Clyne, Advanced Technology Account Executive	
Name	Roger Heroux, Executive Account Manager	
Name	AJ Lucci, Regional Manager	
POC		
Name	Jolyn Avery	
Telephone	561-367-7062	
Email	javery@myboca.us	

Reference 5	Client Name:	City of Atlanta
Scope of Services/Contract Description		
The City of Atlanta has awarded CDW•G their hardware/software sourcing contract over the course of the past 14 years for four, consecutive contract cycles. CDW•G was the sole-awardee for two of the four contract awards, including the flagship contract. In addition to the Hardware/Software sourcing contract, CDW•G provides professional IT services for the city, including all agencies in the "General Fund", as well as Atlanta Department of Watershed management and Atlanta Department of Aviation, Hartsfield Jackson International Airport.		
Dollar Value of Contract	\$14.2M Annually	
Assigned Project Personnel		
Name	Dan Gallagher, Advanced Technology Account Executive	
Name	Mike Zorica, Executive Account Manager	
Name	AJ Lucci, Regional Manager	
POC		
Name	Errika Stewart	
Telephone	404-330-6204	
Email	estewart@atlantaga.gov	

Product Information/Service Capability [RFP 5.5]

a. Provide detailed information on service capability and the availability of service centers for maintenance and repairs on a national level. Indicate how many authorized service centers will be available for each state. Will pick up and delivery services be available for service of large equipment items?

For today's State, Local, and Education leaders, the speed of digital priorities is critical to success. Yet, technical complexities can slow progress. Our full-stack engineering services team focuses on digital transformation — from code and applications to cloud, data and security — to help our SLED customers accelerate innovation, enhance citizen experiences and optimize collaboration, all while delivering agility and cost efficiencies. We maintain a working ecosystem of coworkers and partners to address the myriad service requirements of our customers.

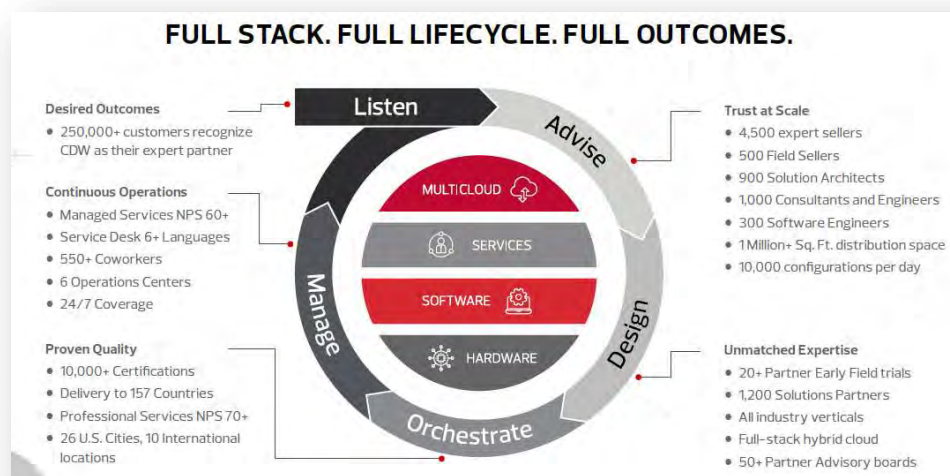


Figure 17: Full Stack Lifecycle

Service Centers

Our operational footprint is abundantly national, with offices located in every region and two state-of-the-art distribution centers strategically located for the fastest possible service. In addition to our local branches, we have over 1,100 services professionals and a fast-growing network of trusted service and solutions partners.

The number of authorized service centers depends on many factors so we cannot give a definite number at this point. However, we can explicitly confirm we have authorized service centers available for any agency who wishes to purchase off this contract.

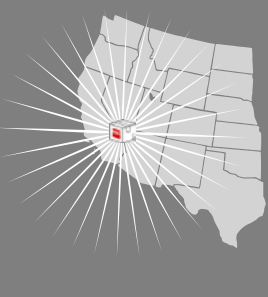

Break-Fix

We typically provide break/fix services through our partner network, though we can do that through a managed service as well. The choice of partner network depends on a multitude of factors including location in the United States, brand of product, budget, turnaround time, etc. Our team is happy to discuss in further detail regarding a particular instance.

Config. Centers

OMNIA Partners Members can rely on CDW•G to preconfigure their technology solutions and provide custom turnkey solutions for plug and play deployment. We offer a wide array of services to address the various tasks involved in configuration projects including hardware and software installation and configuration, domain integration, branding, labeling, asset management, delivery & distribution.

Two State-of-the-Art Configuration Centers

 <p style="font-size: 24pt; font-weight: bold; margin-top: 0;">Las Vegas, NV</p> <p>513k square feet</p> <p>Capacity for up to</p> <p style="font-weight: bold;">10k+ configurations per day</p>	 <p style="font-size: 24pt; font-weight: bold; margin-top: 0;">Vernon Hills, IL</p> <p>450k square feet</p> <p>Capacity for up to</p> <p style="font-weight: bold;">10k+ configurations per day</p>			
<p>ISO and PCI certified configuration centers</p>				
<p style="font-size: 10pt;">ISO 9001 Quality</p>	<p style="font-size: 10pt;">ISO 14001 Environmental</p>	<p style="font-size: 10pt;">ISO 20243 Risk Management</p>	<p style="font-size: 10pt;">ISO 27001 Information Security</p>	<p style="font-size: 10pt;">ISO 28000 Secure Supply Chain</p>

CDW•G operates redundant, environmentally controlled ISO and PCI certified centers in Vernon Hills, IL, and North Las Vegas, NV to provide faster delivery and reduced shipping expense. Our Distribution and Integration Centers have a combined one million sq. ft. including 75,000 sq. ft. dedicated to configuration and another 50,000 sq. ft. dedicated to staging. CDW can scale to meet your needs.

Local Branches

CDW is headquartered just outside of Chicago, Ill., and we have 28-plus local branch offices throughout the United States and Canada. So, chances are, we’re within driving distance of your office. And even if a customer is located in an area without a local branch, our network of trusted service providers — all trained to follow the same consistent approach, processes, methodologies and professional manner of CDW badged engineers — ensure that your organization will still get the full attention and resources it deserves.

Depending on the location and particulars of the system or product that needs servicing, costs can vary. Due to this complexity, our team will work with each agency as needs arise to provide a custom State of Work that includes costs to the customer.

Pick-Up & Delivery

We can facilitate pickup and delivery services for an additional cost. Regarding delivery of large equipment, we maintain our own inventory and relationships with the top delivery providers to ensure timely and safe delivery. We also have direct relationships with major manufacturers where we can leverage their dropship channels for delivery.

In our experience, the type of pick-up services that our customers require vary. As a result, we require more details to document our process. However, we will work with all customers to accommodate requested pick-up services and their unique specifications.

Configuration Services Overview

Cobb County and OMNIA Partners can rely on CDW•G to preconfigure their technology solutions and provide custom turnkey solutions for plug and play deployment. We offer a wide array of services to address the various tasks involved in configuration projects including hardware and software installation and configuration, domain integration, branding, labeling, asset management, delivery & distribution. Our Configuration Centers roll out 2,600,000 products every year - more than 10,000 custom units a day.

Capabilities Overview

Our configuration team can provide many services, including:

- **Hardware Integration:** Including installation of memory, hard drives, NIC cards, video cards and a variety of other components.
- **Software Configuration:** Your computers, mobile devices and servers will come with OSs and apps pre-installed. We offer White Glove Service to prep and provision Chromebooks.
- **Custom Imaging:** Including image creation, maintenance and deployment, we can host a secondary server to connect to your SCCM or other image deployment server via VPN. Customizable options include pre- and post-imaging tasks like domain join and security upgrades.
- **Rack Configuration:** We mount and configure your network and security devices, rack-mount servers, chassis blade servers, storage, KVMs, UPSs and PDUs into a rack structure, then cable and label before shipping.
- **Mobility Services:** We configure and activate your tablets, phones, handhelds and Wi-Fi hotspots. Additionally, services that include MDM enrollment, App installations, IOS and Android updates are also available.
- **Custom Laser Engraving:** Your logos and other important information can be engraved onto notebooks, mobile devices and other equipment. We can laser engrave static content and/ or one field of dynamic content, such as the device serial number.
- **Asset Tagging and Reporting:** You have the option to use CDW/CDW•G-branded labels, customer-provided labels, or our team can build custom labels that we print on-demand, including UID/IUID identification labels for U.S. Government applications. Extensive information on your devices is available via the Order Reporting and Hardware Asset Management functions on your CDW Account Center.
- **Network and Security Device Configuration:** We configure firewalls, routers, switches, access points and IP phones for all the largest manufacturers. These services include system software/firmware upgrade or downgrade; uploading master configuration files; configuration of IP address, subnet mask and default gateway. All customization is based on your organization's unique specifications.
- **Burn-in Services:** We run your devices for 12 hours or more to ensure all components are working properly.
- **Custom Packaging:** This includes kitting, palletization, inserts and welcome letters and box labeling.
- **Buy and Hold Services:** This allows you to purchase products and have them held in a secure location anywhere from three months up to a year. CDW handles the configurations, customizations, logistics and shipping requirements to ensure your pre-defined deployment schedule is met.

Configuration Services Project Management

CDW•G offers Configuration Services Project Management which works to ensure the success of projects and ongoing programs. Here are some of the key PM activities.

- Serve as the main point of contact (POC) for overall project communication, including escalations
- Communicates expectations and holds Internal CDW Services team accountable for meeting project timelines
- Establish and manage project schedule and expectations
 - The schedule is based on the customer's expected delivery and deployment dates and well as approved SLA and configuration volume commitment from the CDW Services Team
 - Schedules are subject to change. Schedule crashing may result in higher cost to meet increasing demand and/or it may not be feasible to meet requested deadlines due to insufficient planning and limited resource availability
- Manage rollout/delivery schedule
- Assign roles and responsibilities to members of the project team
- Conduct regular cadence calls with stakeholders (internal and/or external)
- Actively track and report status for open Configuration Services orders in the project
 - Order and status reports on an agreed to schedule
 - Format of reports can vary based on customer requirements and needs of the project
- Track and manage product availability for CDW Configuration Services to meet deployment schedule
- Manages escalated orders and changes in the schedule
- Escalate issues to management as needed

Quality Assurance

All Configuration Center workers are trained on CDW•G's best practice quality assurance procedures that include a comprehensive check of each system we touch. First, we verify the compatibility of all components to be installed. Second, we verify that each component is installed properly, and the hardware installation is complete. Finally, we ensure that all hardware and software are functioning according to manufacturer specifications. Each step is completed by a qualified technician and verified by a QC technician. CDW is ISO 9001:2008 compliant and the names of the primary technician and QC technician are recorded for all orders. All team members are held accountable for adhering to our quality assurance procedures. If any issues are encountered, CDW•G will contact you immediately to resolve the issue.

CDW•G also offers a Burn-in Service (available in 12 hour increments) which includes running a diagnostic program (where applicable) to test basic functionality. This service is designed to reduce the number of items that fail after a short period of use.

Any defective or damaged devices that are discovered during the configuration or warehousing process will be removed from stock and replaced with new, functional devices. The damaged or defective devices will be returned to the manufacturer on CDW•G's behalf. This process will not require the customer's involvement and should happen transparently to the customer.

Additional notes for Imaging and Software configurations:

CDW•G has a team of engineers, technicians and team leaders trained to work on image and software deployments. Customer specific deployment instructions are strictly followed to ensure your devices are imaged and configured your way.

Managed Services - Service Levels

CDW's Managed Services offerings allow Cobb County and OMNIA Partners to contract for support of your networks, systems, databases, and select applications. Our modular approach to IT management allows you to select services that best support your individual organization goals and current capabilities.

CDW•G provides three levels of managed services:

- Advanced Monitoring
- Proactive Maintenance
- Availability Management

Each of the levels encompasses the previous levels (i.e. Silver includes Bronze). There is no loss in service when moving to a more comprehensive level, meaning that no operational tasks are lost when moving between levels.

Advanced Monitoring (Bronze)

Advanced Monitoring includes comprehensive monitoring and alerting for supported technologies. In addition to basic availability monitoring of devices and services, CDW also provides error/exception monitoring, threshold monitoring and performance utilization monitoring. All monitoring data is available through a web-based reporting engine.

Proactive Maintenance (Silver)

Proactive Maintenance includes patching services. CDW proactively monitors vendor patch availability, analyzes patch necessity and priority, and applies recommended patches to your system.

Availability Management (Gold)

Availability Management includes break/fix engineering support and an SLA for device availability. CDW's SLA for all Gold level modules is a 99.9% monthly services uptime guarantee.

Additional details for all three service levels are outlined in the table on the following page.

Table 3: Service Levels

	GOLD	SILVER	BRONZE
24/7/365 Operations	•	•	•
Engineers on T&M Basis	•	•	•
Critical Service and Event Monitoring	•	•	•
SNMP Variables	•	•	•
Performance Thresholds	•	•	•
System Events	•	•	•
Client Alert Notifications	•	•	•
Performance Reporting	•	•	•
Proactive System Patching	•	•	
Hot Fixes	•	•	
Service Packs	•	•	
Firmware Updates	•	•	
Break/Fix Support	•		
Change Control	•		
Engineering Support	•		
99.9% Uptime SLA	•		
Life Cycle Management	•		
Predictable Monthly Fee	•		

b. Provide available payment terms and payment methods – purchase order, credit card (procurement card), etc. If credit cards are accepted, may credit card payment(s) be made online?

CDW•G accepts payment through:

- Credit Cards* (American Express, Discover, MasterCard, Visa)
- Checks
- EDI
- EFT (Electronic Funds Transfer)
- Procurement Cards

With a credit card order, CDW•G requires the credit card information at the time you place the order. Please note that we do not accept credit cards for term accounts.

CDW•G’s standard payment terms are net 30 days from the date the invoice is issued.

While CDW•G appreciates prompt payment, we do not offer discounts for early payment. Prompt payment ensures that CDW•G is able to continue offering low prices while managing our costs.

Payments can be made to the following addresses:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Pricing [RFP 5.6]

a. Suppliers shall provide pricing based on a discount from a manufacturer's price list or catalog. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Supplier and the pricing per item. Multiple percentage discounts are acceptable, if where different percentage discounts apply, different percentages are specified. Additional pricing and/or discounts may be included.

• Include an electronic copy of the catalog from which discount is calculated. Electronic price lists must contain the following: (if applicable) –

- Manufacturer part #
- Supplier's Part # (if different from manufacturer part #)
- Description
- Manufacturer's Suggested List Price and Net Price
- Net price to Cobb County, GA (net price shall include freight and any additional fees that may be charged such as credit card processing, administrative fees, etc.)

Media submitted for pricing must include the Supplier's company name, solicitation name and bid #, and the bid opening date on a Flash Drive.

b. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods programs, total annual spend, etc. (if offered).

c. If used, trade-ins, leasing/financing, or other offerings are available, provide applicable pricing and discounts.

Catalog Pricing

Cobb County		
Category	Description	Discount % from CDW-G Advertised*
A	Accessories (A)	6.75%
B	Power, Cooling & Racks (B)	5.00%
C	Desktop Computers (C)	3.00%
C/DT	PC Compatible Desktop Computer (DT)	2.10%
C/DM	Apple Desktops (DM)	0.50%
D	Data Storage/Drives (D)	5.50%
E	Enterprise Storage (E)	5.00%
F	Point of Sale/Data Capture (F)	4.25%
H	Servers & Server Management (H)	4.00%
J**	Services (CDW Delivered) (J)	0.00%
L	Notebook/Mobile Devices (L)	2.50%
L/NM	Apple Notebooks (NM)	0.50%
L/NB	Notebook Computers (NB)	2.10%
L/NB/CBK	Chromebooks (CBK)	0.00%
L/RD	Tablets (RD)	2.25%
N	NetComm Products (N)	5.50%
O	Carts and Furniture (O)	5.00%
P	Printing & Document Scanning (P)	3.00%
Q**	Services (Partner Delivered) (Q)	3.00%

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To the extent allowable, all information and documents hereby submitted in response to the Request for Proposal/Quote ("RFP/RFQ") furnished by Cobb County Purchasing are the Proprietary and Confidential property of CDW Government LLC ("CDW-G").

Cobb County		
R	Client Configure-to-Order (R)	2.50%
S	Software (S)	4.00%
T	Collaboration Hardware (T)	4.25%
V	Video & Audio (V)	3.50%
W	Cables (W)	15.00%

CDW•G will provide Customer with a discount as a percentage off of CDW•G’s Nationally Advertised Price (NAP) for the CDW•G defined Product Categories listed above, provided that Customer references this Agreement when placing an order with CDW•G.

Prices include lowest ground freight within the 48 contiguous United States when referencing this Agreement. All orders are subject to CDW•G’s standard shipping policies in effect at the time of order placement. In those instances that call for express or overnight delivery, shipping costs will be pre-paid by CDW•G and added to the customer invoice.

We reserve the right to amend our price offering to accommodate the negotiated and mutually agreed upon Administrative Fees.

Clarifications

* “Advertised Price” or “Nationally Advertised Price” or “NAP”, refers to CDW-G’s List Price, a publicly available and verifiable price at cdwg.com

** These are services tied to CDW•G internal taxonomy J and Q, which includes subset of offerings such as configurations, warranty, and specific installation services, and are not subject to a Statement of Work. These do not include the services broken out in the individual tabs, including other professional services, which require a mutually executed Statement of Work between CDW•G and Customer.

Infrastructure as a Service	
Cloud Service Providers	
Provider	Discount off MSRP
Amazon Web Services	0%
Google Cloud Platform	0%
Microsoft Azure	0%

Our Infrastructure as a Service portfolio of AWS, GCP, and Azure is offered in conjunction with our Managed Cloud as a Service.

ServiceNow Solutions PaaS Offering	
Option	Discount off MSRP
ServiceNow IT Service Management Professional – Unrestricted User 2	0% (5% off CDW•G NAP)
ServiceNow Integrated Risk Management Professional – IRM User	0% (5% off CDW•G NAP)

If there is a CDW•G Nationally Advertised Price (NAP) available for above offerings, OMNIA Members will receive a discount of 2% off CDW•G NAP. The NAP is publicly available

pricing for hundreds of thousands of offerings available 24/7, which is competitively benchmarked with competitive market conditions and adjusted frequently to provide a transparent public auditable index.

If NAP doesn't exist, then CDW•G will rely on MSRP pricing available to CDW•G or based on CDW•G quoted price.

Digital Velocity Solutions	
Role	Hourly Rate
DVS F-CTO	\$350.00
DVS Digital Strategy Consultant	\$305.00
DVS Digital Product Strategist	\$270.00
DVS Principal Engineer / Tech. Lead	\$350.00
DVS Architect	\$300.00
DVS Senior Engineer	\$250.00
DVS Engineer	\$225.00
DVS Associate Engineer	\$200.00
DVS Program Manager	\$245.00
DVS Sr. Technical Project Manager	\$230.00
DVS Technical Project Manager	\$205.00
DVS Project Coordinator	\$165.00

CDW•G's full-stack engineering services team, a part of a specialized group identified as Digital Velocity Solutions (DVS), focuses on digital transformation from code to cloud, and data center to database. The roles listed below are for the skilled engineers that make up this practice.

For this proposal, we are offering the following DVS roles:

- DVS F-CTO
- DVS Digital Strategy Consultant
- DVS Digital Product Strategist
- DVS Principal Engineer / Tech. Lead
- DVS Architect
- DVS Senior Engineer
- DVS Engineer
- DVS Associate Engineer
- DVS Program Manager
- DVS Sr. Technical Project Manager
- DVS Technical Project Manager
- DVS Project Coordinator

The responsibilities of each role are dependent on the statement of work breakdown in the specifics of the project. All of these roles work within the Digital Velocity Solutions team and uphold the go-to-market strategy of DVS.

Managed Services	
Managed Service	Monthly Price*
Basic / Essential / Premium Support for AWS, GCP, and AZURE	Fees are based on a percentage of the customer’s actual consumption of AWS, GCP, Azure services.
Basic Service - \$0K to \$10K	As Invoiced
Basic Service - \$10K to \$250K	As Invoiced
Basic Service - \$250K+	As Invoiced
Essential Service - \$0K to \$35K	As Invoiced
Essential Service - \$35K to \$75K	As Invoiced
Essential Service - \$75K+	As Invoiced
Premium Service - \$0K to \$100K	As Invoiced
Premium Service - \$100K to \$250K	As Invoiced
Premium Service - \$250K+	As Invoiced
* If CDW•G is billing the customer for Basic consumption, no pricing uplift is applied.	

Pricing

Basic

Included with CDW billing for cloud consumption

Stand-alone pricing (no consumption):

- \$49/mo if under \$1,000
- 5% - \$1,001 to \$10,000
- 3% - \$10,001 to \$250,000
- 2.5% - \$250,001+



Essential


- \$400/mo if under \$2,250
- 18% - \$2,251 to \$35,000
- 15% - \$35,001 to \$75,000
- 12% - \$75,001+




PEOPLE WHO GET AZURE

Premium

<p>Pick 2</p> <ul style="list-style-type: none"> \$2,500/mo if under \$10,000 25% - \$10,001 to \$100,000 20% - \$100,001 to \$250,000 15% - \$250,001+ 	<p>OS and DB Bundle</p> <ul style="list-style-type: none"> \$3,000/mo if under 10,000 33% - \$10,001 to \$100,000 28% - \$100,001 to \$250,000 23% - \$250,001+
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CDW | Confidential

ServiceNow Solutions	
Role	Hourly Rate
ServiceNow Associate Project Manager	\$165
ServiceNow Associate Consulting Engineer	\$170

ServiceNow Engagement Manager	\$235
ServiceNow Business Process Consultant	\$255
ServiceNow Principal Consultant	\$275
ServiceNow Organizational Change Management Consultant	\$275
ServiceNow Integration Expert	\$250
ServiceNow Quality Assurance Expert	\$200
ServiceNow Solution Architect	\$255
ServiceNow Technical Consultant / Developer	\$220
ServiceNow Trainer	\$235

A continuation of our ServiceNow solutions practice as listed above in our managed services category, this section of ServiceNow solutions related services pricing encompasses several roles that Cobb County and OMNIA Partners can successfully utilize in the creation and implementation of ServiceNow solutions initiatives and projects.

Amplified IT SaaS Offerings*	
Option	Discount off MSRP
Gopher products	2%
Little SIS	2%
Amplified Services	
Google for Education (GFE)	
Option	Discount off MSRP
GFE Audit - K-12	2%
GFE Audit - Higher Ed	2%
GFE KickStart Package	2%
GFE Support - Support Hours	2%
GFE Support - 20 Support Hours	2%
GFE Support - 40 Support Hours	2%
GFE Support - Adhoc Support Hours	2%
North American GFE Technical Collaborative	2%
GFE Training/Consultancy - Full Day Onsite	2%
GFE Chrome Checkup	2%
Amplified IT Training	
Option	Discount off MSRP
Amplified IT Admin Level 1 Certification Training - Self-Paced	2%
Amplified IT Admin Level 2 Certification Training - Self-Paced	2%
Amplified IT Admin Security Specialist Certification Training - Self-Paced	2%
Amplified IT Admin Security Bundle	2%

***These services are available to education entities only.**

Staff Augmentation			
Role	Standard	Mid-Level	Senior
Infrastructure Architects	\$170.00	\$180.00	\$195.00
Solutions Architects	\$175.00	\$195.00	\$215.00
Site Reliability Engineers	\$185.00	\$195.00	\$205.00
Network Administrators	\$100.00	\$115.00	\$125.00
Network Engineers	\$135.00	\$150.00	\$165.00
Network BAs/BSAs	\$130.00	\$135.00	\$140.00
Systems Administrators	\$115.00	\$130.00	\$145.00
Systems Engineers	\$140.00	\$155.00	\$170.00
Systems BAs/BSAs	\$135.00	\$145.00	\$155.00
Storage Engineers	\$165.00	\$160.00	\$195.00
Virtualization Engineers	\$135.00	\$155.00	\$180.00
Salesforce Administrators	\$125.00	\$155.00	\$185.00
Salesforce Engineers	\$175.00	\$195.00	\$215.00
Salesforce Developers	\$165.00	\$175.00	\$185.00
ServiceNow Administrators	\$155.00	\$165.00	\$175.00
ServiceNow Engineers	\$165.00	\$180.00	\$195.00
ServiceNow Developers	\$150.00	\$165.00	\$180.00
SolarWinds Engineers	\$165.00	\$180.00	\$205.00
AWS Engineers	\$185.00	\$205.00	\$225.00
AWS Developers	\$170.00	\$175.00	\$180.00
Azure Engineers	\$180.00	\$195.00	\$215.00
Azure Developers	\$135.00	\$145.00	\$160.00
GCP Engineers	\$200.00	\$235.00	\$265.00
GCP Developers	\$200.00	\$235.00	\$265.00
Front-end Developers	\$165.00	\$170.00	\$175.00
Back-end Developers	\$170.00	\$180.00	\$185.00
Scala Developers	\$200.00	\$215.00	\$225.00
Project Managers	\$135.00	\$150.00	\$165.00
Scrum Masters	\$165.00	\$180.00	\$195.00
DevOps Engineers	\$165.00	\$175.00	\$190.00
Software Development Engineer in Test	\$170.00	\$180.00	\$195.00
InfoSec Analysts	\$145.00	\$160.00	\$175.00
Quality Assurance Analysts	\$140.00	\$150.00	\$160.00
Quality Assurance Engineers	\$140.00	\$150.00	\$160.00

The market for qualified resources is more competitive than ever and finding reliable talent can be difficult. CDW•G's Staff Augmentation services take the hassle out of resourcing. We maintain relationships with thousands of qualified resources and provide organizations with the best candidates the first time around. Whether Cobb County and OMNIA Partners need a resource for just a few weeks, several months, semi-permanent, or permanently, our critical

TTM (Time to Market) solutions will help Cobb County and OMNIA Partners scale up or down rapidly depending on where they are in the project lifecycle.

Managed Services Application	
Item	Rate
Microsoft System Center Configuration Manager (SCCM) - Gold	\$517.50
Microsoft Active Directory - Small Environment 2-10 DCs - Gold	\$545.10
DHCP Support add to MS AD above	\$155.94
Microsoft Active Directory - Medium Environment 11-20 DCs - Gold	\$828.00
Microsoft Active Directory - Large Environment 21+ DCs - Gold	\$1,587.00
Microsoft Active Directory Federation Services (ADFS) - Gold	\$745.20
Mimix/iTERA for iSeries - Gold (Priced PER "a" and "b" side)	\$207.00
Managed Services Backup	
Item	Rate
IBM Tivoli Storage Manager Gold	\$2,070.00
Commvault RMS Backup Environment SM: 1-250 VMs - Gold	\$1,138.50
Cohesity RMS SM: 1-250 VMs - Gold	\$1,138.50
Commvault RMS Backup Environment Med: 251-600 VMs - Gold	\$1,656.00
Commvault RMS Backup Environment Large: 601-1000 VMs - Gold	\$2,070.00
Commvault RMS Backup Environment XL: 1000+ VMs - Gold	\$2,622.00
Veeam RMS SM: 1-250 VMs - Gold	\$1,138.50
Veeam RMS Med: 251-600 VMs - Gold	\$1,656.00
Veeam RMS Lrg: 601-1000 VMs - Gold	\$2,070.00
Veeam RMS XL: 1000+ VMs - Gold	\$2,622.00
EMC Avamar RMS SM: 1-250 VMs - Gold	\$1,138.50
EMC Avamar RMS Med: 251-600 VMs - Gold	\$1,656.00
EMC Avamar RMS Lrg: 601-1000 VMs - Gold	\$2,070.00
EMC Avamar RMS XL: 1000 VMs - Gold	\$2,622.00
EMC Data Domain - Gold	\$2,070.00
Microsoft System Center DPM - SM <100 - Gold	\$1,656.00
Microsoft System Center DPM - Med 100 - 500 - Gold	\$2,070.00
Microsoft System Center DPM - Lrg >500 Gold	\$2,622.00
Microsoft System Center DPM - XL - Gold	\$3,312.00
Managed Services OS	
Item	Rate
Windows O/S - Gold	\$77.63
Linux O/S (Red Hat/ SUSE) - Gold	\$155.94
AIX O/S - Gold	\$295.32
IBM System I - Gold	\$1,242.00
Managed Services Security	
Item	Rate
Cisco ASA - Gold	\$560.28
Cisco Firepower Services (Per Sensor) - Gold	\$313.26
Cisco Firepower Threat Defense - Gold	\$614.10
Palo Alto Firewall wo Panorama - Gold	\$523.02

Palo Alto Firewall w Panorama - Gold	\$523.02
Palo Alto Panorama - Gold	\$253.92
Cisco Identity Services Engine (ISE) - Gold	\$513.87
Fortinet Firewall wo FortiManager – Gold	\$523.02
Fortinet Firewall w FortiManager – Gold	\$523.02
Fortinet FortiManager – Gold	\$253.92
Fortinet FortiAnalyzer – Gold	\$77.28
Cisco Umbrella - Gold (Per User)	\$0.84
Managed Services Virtualization	
Item	Rate
VMware ESXi - Gold	\$200.10
Nutanix AHV - Gold	\$200.10
Microsoft Hyper-V - Gold	\$200.10
Managed Services Storage	
Item	Rate
Controller: IBM Storage Virtualization (priced per controller) - Gold	\$1,035.00
Storage: Disk per 1 TB Raw [For first 100 TB] - Gold	\$16.56
Storage: Disk per 1 TB Raw [For TBs over 100 TB] - Gold	\$2.21
SAN Switch - Gold	\$227.70
Controller: NetApp (Priced per controller) - Gold	\$1,035.00
Controller: EMC (Priced per controller) - Gold	\$1,035.00
Controller: IBM (Priced per controller) - Gold	\$1,035.00
Managed Services UC	
Item	Rate
Call Control: Cisco Analog Voice Gateway- Gold	\$18.63
Call Control: Cisco CUCM/IM&P Server - Gold	\$517.50
Call Control: Cisco Unity Connection (UCONN) - Gold	\$379.50
Call Control: Cisco Voice Gateway - Gold	\$69.00
Call Control: Cisco Business Edition 6000 Lifeline - Gold	\$772.39
Call Control: Cisco Attendant Console (CUxAC) - Gold	\$517.50
Call Control: VistaPoint Attendant Console - Gold	\$517.50
Call Control: Cisco Call Manager Express - Gold	\$172.50
Call Control: Cisco Unified Border Element (CUBE) - Gold	\$172.50
Call Control: Cisco Prime License Manager (ELM/PLM) - Gold	\$138.00
Call Control: Cisco Prime Collaboration Deployment - Gold	\$138.00
911: Cisco Emergency Responder (CER) - Gold	\$379.50
Voice Mail: Cisco Unity Express - Gold	\$172.50
Notification: InformaCast from Singlewire - Gold	\$379.50
Call Experience Testing - 2CPH - Gold	\$472.10
Managed Services Contact Center	
Item	Rate
Contact Center: Exony Virtual Integration Manager (VIM) - Gold	\$450.00
Contact Center: Unified Contact Center Enterprise Server (UCCE) - Gold	\$434.70

(Includes: CVP Call Server, CVP Reporting Server, CVP VXML Server, Call Server, Data Server. Administration Server (AW-HDS-DDS), Historical Data Server (HDS), Client Administrative WorkStation (Client AW), Central Controller, Dialer, Logger, CUIC, Rogger, and Peripheral Gateway (PG).)	
Contact Center: Cisco / Calabrio Quality Management (QM) - Gold	\$434.70
Contact Center: Cisco / Calabrio Workforce Management (WFM) - Gold	\$386.40
Contact Center: Virtualized Voice Browser (VVB) - Gold	\$103.50
Contact Center: UCC Express (UCCX) / Finesse - Gold (Contact Center Express, Cisco Finesse, or IPIVR/VRU)	\$434.70
Contact Center: Cisco Unified Intelligence Center - Gold	\$432.54
Contact Center: SocialMiner - Gold	\$434.70
Contact Center: 2Ring Dashboards and Wallboards - Gold	\$434.70
Contact Center: Email Interaction Manager (EIM/WIM/CIM) - Gold	\$434.70
Contact Center: Enterprise Chat and Email (ECE) - Gold	\$434.70
Contact Center: eGain Analytics - Gold	\$386.40
Contact Center: ESNA Cloudlink - Gold	\$138.00
CVP: CVP Operations Console - Gold	\$386.40
CVP: SIP Proxy (CUSP) - Gold	\$193.10
CVP: Ingress Gateway - Gold	\$103.50
CVP: VXML Gateway - Gold	\$103.50
Bucher and Suter (Connector for Salesforce.com) - Gold	\$138.00
Managed Services UC Video	
Item	Rate
Cisco WebEx Meetings Server (CWMS) - Gold	\$379.50
Cisco WebEx Cloud Connected Audio - Gold	\$424.81
Cisco Meeting Place Express - Gold	\$379.50
UC Video: Cisco Meeting Server (CMS) - Gold	\$207.00
UC Video: Cisco Meeting Manager (CMM) - Gold	\$207.00
UC Video: Cisco Telepresence Content Server - Gold	\$379.50
UC Video: Expressway-C / Expressway-E - Gold	\$207.00
UC Video: Telepresence Management Suite (TMS) - Gold	\$517.50
Cisco Webex Hybrid Directory Connector - Gold	\$207.00
UC Video: PEXIP Infinity / Infinity Connect Management Node - Gold	\$207.00
UC Video: PEXIP Infinity / Infinity Connect Conferencing Node - Gold	\$207.00
UC Video: MSE Chassis - Gold	\$138.00
UC Video: MCU MSE Blade - Gold	\$103.50
UC Video: Gateway (GW) MSE Blade - Gold	\$103.50
UC Video: Endpoint Management - Gold	\$69.00
UC Video: Telepresence Server Blade - Gold	\$103.50
UC Video: Telepresence MCU - Gold	\$103.50
Managed Additional Services	
Item	Rate
Managed Services Engineering and Consulting	\$240.00

These rates are subject to re-evaluation after the initial 3-year contract term.

Time and materials support - out of scope services

Hourly price is \$240

Recurring services are subject to monthly minimum fees and time and materials support is subject to additional terms

Unscheduled after hours support is 2x hourly rate with a 2 hour minimum requirement
Managed Services Application requires a specific Statement of Work executed between the customer and CDW•G. Managed cloud services operate in conjunction with a consumption-based model and are calculated on a solution-specific basis.

Other Professional Services	
Role	Hourly Rate
Associate Consulting Engineer	\$175.00
Consulting Engineer	\$215.00
Senior Consulting Engineer	\$225.00
Technical Lead / Principal Consulting Engineer	\$255.00
Enterprise Consulting Architect	\$255.00
Business Consulting Analyst	\$245.00
Project Administrator	\$165.00
Project Manager	\$210.00
Senior Project Manager	\$215.00
Enterprise Project Manager, PMO Lead	\$230.00
Program Manager	\$230.00
Technical Architect	\$350.00
Incident Responder/Forensic Analyst	\$350.00

Our project managers and consultants work directly with you to design and implement every facet of Cobb County and OMNIA Partners solutions. After assessing the current environment and business objectives, we'll produce a detailed project blueprint. Partnering with existing staff, CDW•G will oversee the full implementation of the solution. We will conduct a quality assurance methodology and troubleshoot as necessary. An in-depth closeout meeting to make sure Cobb County and OMNIA Partners are ready to take the reins. Our end-to-end support ensures that the solution can improve customer experience, increase efficiency, and free up your team to focus on what matters.

CDW•G services offer you an unusual combination of the close relationship and easy access of a local provider who understands Cobb County and OMNIA Partners environment inside and out, and the scale, efficiency, and resources of a multinational provider.

Our deep expertise across a full range of integrated technology solutions backed by deep industry specialization allows us to provide flexible, end-to-end services to our customers. Our on-demand resources assist and scale your IT team's needs, freeing them up to focus on delivering bottom-line value and innovation. CDW•G understands each solution is unique and For all hourly rates proposed by CDW•G in this pricing file and contained within our proposal, our offer is contingent on a 5% year over year escalation, on the contract's annual anniversary date, which will act as a not to exceed rate.

CDW•G has been very successful in managing labor rates during unstable market conditions including taking advantage of our vast in-house, in-market resources and certified, approved subcontract pool while also leveraging remote services, where practical and applicable. During the contract term, CDW•G reserves the right to propose changes to labor rate categories to reflect extraordinary market conditions which might impact labor rates and present to Cobb County and OMNIA Partners for review and approval. Cobb County and OMNIA Partners will review and approve such rates through a mutually agreed upon amendment no later than 30 calendar days upon presentation.

Services requiring a specific Statement of Work (SoW) must be mutually executed between the customer and CDW•G before work begins. We have provided a sample SoW in Appendix A.

OMNIA and its members/participating entities acknowledge that CDW•G is not the provider of the Cloud Services and in purchasing the Cloud Services, Cobb County, OMNIA, and its members/participating entities rely only on the Cloud Service Provider's service descriptions and the terms and conditions set forth in the Cloud Provider's Services Terms and Conditions. Accordingly, Cobb County and OMNIA Partners shall consider the Cloud Service Provider to be the party responsible for providing the Cloud Services and Cobb County, OMNIA Partners, and its members/participating entities, may be required to execute additional agreements, prior to provisioning/purchase of certain cloud offering."

For any service engagement, if there are applicable Travel and Expenses (T&E) charges, they will be agreed and mutually executed upon in a comprehensive Statement of Work. However, CDW•G will utilize its national footprint of service providers and in-market engineers. We also utilize remote technologies and services where applicable to mitigate such expenses.

For all non-cloud consumption-based offerings, our price list can be found at the following link:

[CDW Premium Page - Cobb County Purchasing Department \(cdwg.com\)](http://cdwg.com)

CDW•G is excited by the prospect of supporting Cobb County and OMNIA Partners in their mission to create a relevant yet flexible contract solution to provide IT solutions among public sector entities. To this effect, we've developed this page to fulfill the request for electronic price lists (where applicable) as outlined in the RFP.

On this landing page, evaluators can access solution information (Manufacturer Part #, CDW•G part #, Description, Nationally Advertised Price, and Price to Cobb County) by clicking on the "Contracts" page, then clicking the available link, and then selecting the category of interest for relevant solutions.

This price list includes, where applicable, manufacturer part number, offeror part number, description, manufacturers suggested list price and net price, and net price to OMNIA Partners.

Cloud offerings are constantly evolving and increasingly complex, with a range of subscription and consumption-based offerings, SaaS, IaaS, PaaS, among others. CDW•G's pricing is based on publisher list price (MSRP), where available to CDW•G. In cases, where MSRP pricing is not available and/or the offering is unique, pricing will be based on CDW•G quoted price. This structure provides the necessary flexibility, to enable OMNIA Members/participating entities to make purchases offerings, as cloud offerings evolve, through life of our contract.

AWS, Azure, and GCP utilize price calculators for typical engagements and other variables to determine price specific to customer's needs.

For more information directly from each manufacturer, please visit the following links for more information:

- [Azure](#)
- [AWS](#)
- [GCP](#)

SaaS Pricing for Gopher Products and Additional SaaS for Amplified IT

The offered pricing discount above applies to a la carte and bundle packages of Gopher applications.

SaaS items are priced at a 2% Discount off MSRP. Amplified IT MSRP can be found at the following link: <https://www.amplifiedit.com/msrp/>

b. Subject to applicable law, Supplier represents that under this Agreement it will make reasonable commercial efforts to offer prices that are competitive with the prices Supplier offers to other similarly situated customers purchasing a comparable volume of the same products at the same time and under the same terms and conditions. When possible, our account teams will work with manufacturers to provide even deeper discounts to the competitive offering we are proposing. As we are leveraging our purchasing power in the marketplace, we are not at this time offering discounts on volume orders for this contract. This purchasing power allows us the ability to provide great prices, no matter if you purchase 1 item or 1,000 items.

c. We do not plan to include leasing or financing options at this time, though if Cobb County and/or OMNIA Partners is interested in learning more, we have an entire team and partner network who can provide financing options.

Financial Statements [RFP 5.7]

Proposers shall submit a recent history of financial solvency and provide the following:

- Financial Statement:** Include the most recent, independently certified financial statement. Financial statements must include a balance sheet and income statement.
 - Name and address of firm preparing the attached financial statement including a letter stating the independent audit or review has been performed by the firm.**
 - State whether the Proposer has ever had a bankruptcy petition filed in its name, voluntarily or involuntarily. If yes, specify all relevant details.**
-

CDW•G cannot supply a Dun & Bradstreet report as it violates our contract with Dun & Bradstreet. Cobb County and OMNIA Partners can obtain a report for CDW•G from Dun & Bradstreet.

CDW Government LLC's Dun & Bradstreet number is: 02-615-7235.

Our parent company, CDW Corporation, has a 5A3 D&B rating. CDW Corporation's Dun & Bradstreet number is: 80-806-8253

As a publicly owned company, our financial statements are publicly available. A link to our 10k report can be found here. https://s23.q4cdn.com/113947819/files/doc_financials/2020/ar/CDW-2020-Annual-Report-Form-10K.pdf

Quarterly report link <https://investor.cdw.com/financials/quarterly-results/default.aspx>

CDW•G has not had a bankruptcy petition filed in its name, voluntarily or involuntarily.

As required with this RFP, we have included our Financial Ratio Evaluation Template, in which we scored a 3 on the Flash Drive. This document is titled *CDWG Response to Cobb County OMNIA_RFP 23-6692_Financial Ratio Evaluation Template*.

National Contract [RFP 5.8]

- a. Include a detailed response to Attachment A, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses shall highlight experience, demonstrate a strong national presence, describe how Supplier will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and report to OMNIA Partners.
- b. The successful Supplier will be required to sign Attachment A, Exhibit B, OMNIA Partners Administration Agreement, Suppliers shall have any reviews required to sign the document prior to submitting a response. Supplier's response shall include any proposed exceptions to the OMNIA Partners Administration Agreement.
-

a) We have included a detailed response to Attachment A, Exhibit A, OMNIA Partners Response for National Cooperative contract in the following section Supplier Response and included all applicable required forms in Appendix B: Required Forms. These sections thoroughly explain our experience, our strong national presence, how we will educate our national sales force, how products and services will be distributed nationwide, our marketing plan and how volume will be tracked.

b) We understand we will be required to sign Attachment A, Exhibit B, OMNIA Partners Administration Agreement, Suppliers shall have any reviews required to sign the document prior to submitting a response. We have provided our proposed exceptions in Appendix E: Exceptions. We look forward to negotiating in good faith with Cobb County and OMNIA Partners.

Supplier Response [RFP 3.0]

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

Company [RFP 3.1]

A. Brief history and description of Supplier to include experience providing similar products and services.

Founded in 1984, CDW LLC (CDW) is a leading provider of technology solutions to over 250,000 customers composed of small-, medium-, and large-sized public and private entities. CDW Government LLC (CDW•G) is a wholly owned subsidiary of CDW, incorporated in 1998 to address the specific needs of our government, education, and healthcare customers. Our unique company structure provides our customers products and services only a large national reseller can provide, combined with a local presence typical of a small business. We have a large manufacturer presence in our offices across the country and are blanketed in the field with our field account executives. To provide each customer with one contact who is knowledgeable of every nuance of their organization Account Teams are further segmented by agency type, Education (K12/High Ed) or Government. This allows us to provide each customer with one contact who is knowledgeable of every nuance of their organization.

CDW•G is one of the largest direct marketing resellers in the US, currently carrying more than 100,000 name-brand technology products from over 1,100 leading IT manufacturers. CDW•G

delivers more than just products; we deliver IT solutions and services in a manner consistent with procurement guidelines and customer preferences. We offer flexibility in how customers engage with and buy from us. We have the subject matter experts to advise on the right IT solutions and the purchasing avenues to accommodate efficient and seamless procurement. We pride ourselves on our innovation and ceaseless desire to deliver an excellent customer experience.

B. Total number and location of salespersons employed by Supplier.

CDW•G currently employs more than 6,000 coworkers, part of our larger organization of 13,900 coworkers nationwide and in Canada, with more than 28 different locations. Located across the US, CDW•G has more than 1,225 Account Managers and 60 Advanced Technology Account Executives forming Account Teams segmented into five verticals: Higher Education, K-12 Education, Healthcare, Federal Government, and State & Local Government.

At CDW•G, we connect our customers to their technology and unlock additional value that goes beyond the business challenges they need to solve. As IT solutions have evolved, we recognize that their utilization now means different things across the nation. Whether it's State Agencies, Local Governments, Universities, or K-12 classrooms, we have adapted along with SLED customers' changing needs to help them maximize their investments and identify new ways to make the IT products and related services truly work for them.

Our sales force acts as the core of this effort. Employing an iterative approach to identifying, deploying, and adjusting IT solutions, our sellers and supporting teams ensure that customers have dynamic solutions addressing current and anticipated needs.

Our Account Teams are organized geographically enhancing their knowledge of the local landscape including key partnerships and local practices for contracting. Supporting our Account Teams are technology specialists and engineers, including segment-specific experts, like our K-12 Classroom Strategists. All of these coworkers will act as an extension of our Account Teams in support of Cobb County and OMNIA Partners.

Through their expertise in specific solution sets, our subject matter experts advise customers on the technology to make informed decisions in support of mission-critical objectives. Wherever Cobb County and OMNIA partners are located, CDW•G will meet these customers' needs.

Account Managers per segment:

- State and Local Government: ~225
- Higher Education: ~200
- K-12 Education: ~350
- Healthcare: ~250
- Federal Government: ~200

C. Number and location of support centers (if applicable) and location of corporate office.

CDW•G Headquarters is located at 230 N. Milwaukee Ave., Vernon Hills, IL 60061. At CDW•G, our sales strategy is based on being a locally-focused organization with a national presence. We want OMNIA Partners to understand the breadth and depth of our organization. Our sales offices are widespread throughout the US., allowing our sales teams to be where OMNIA Partners are located.

CDW•G has two warehouses and more than 25 US sales offices, including a state-of-the-art 5,000 sq ft office in the Nashville area. Our office locations include:

Table 4: CDW•G Office Locations

Office Locations				
Chandler, AZ	Glendale, CA	Shelton, CT	Tampa, FL	Chicago, IL
Lincolnshire, IL	Vernon Hills, IL	Evansville, IN	Indianapolis, IN	Detroit, MI
Grand Rapids, MI	Minneapolis, MN	Las Vegas, NV	Cherry Hill, NJ	Eatontown, NJ
Cincinnati, OH	Cleveland, OH	Nashville, TN	Dallas, TX	Reston, VA
Bellevue, WA	Appleton, WI	Madison, WI	Milwaukee, WI	Wausau, WI
New York City, NY				

D. Annual sales for the three previous fiscal years.

CDW•G is a wholly-owned subsidiary of CDW LLC. CDW•G has a consistent history of demonstrating continued revenue growth, as shown in the table below. OMNIA Partners should take note of that CDW•G itself is financially stable, and has the ability to leverage additional financial stability through CDW LLC.

Net sales for the past three years have been the following

Table 5: Annual Revenue

CDW and CDW•G Annual Revenue		
Fiscal Year	CDW Total Revenue	CDW•G Revenue Contribution
2021	\$20.82 Billion	\$8.18 Billion
2020	\$18.47 Billion	\$8.13 Billion
2019	\$18.03 Billion	\$6.9 Billion

a. Submit FEIN and Dunn & Bradstreet report.

FEIN

CDW•G FEIN: 36-4230110

Dunn & Bradstreet Number:

We appreciate the Cobb County's request for our most recent Dunn & Bradstreet Business Report; however, providing copies of CDW•G's Dunn & Bradstreet Business Report creates a breach of contract with Dunn & Bradstreet, and as such, Cobb County can choose to directly obtain a copy of the report using CDW•G's Dunn & Bradstreet Number 02-615-7235.

E. Describe any green or environmental initiatives or policies.

CDW•G has long been conscious of our impact on the environment, especially regarding our energy consumption, and we have taken significant steps to effectively manage our consumption of resources and lessen our environmental impact.

CDW•G recognizes the need for responsible environmental management and conservation of resources and has demonstrated its commitment to environmental management and principles of sustainable development through its beGreen™ program. The beGreen™ program provides coworkers a platform to reduce, reuse and recycle to make CDW•G's operations leaner, more efficient and more environmentally responsible. Since the program's inception, we have seen overwhelming coworker participation in beGreen™. CDW•G has a cross-functional team of coworkers who contribute to program management and work to ensure the consistency and integrity of the beGreen™ program standards. CDW•G has recycling programs for paper, aluminum, glass, plastic, corrugate, batteries, and wooden pallets. Our dedicated beGreen™ staff continually looks for more ways to be environmentally responsible. beGreen™ focuses on several key areas:

Coworker education

- Community awareness recycling
- Resource conservation
- ISO14001



Figure 18: CDW•G beGreen Initiative

ISO 14001:2015 Certification

CDW•G has achieved the ISO 14001:2015 Environmental Management System (EMS) standard certification. The certification has been awarded to CDW•G's Vernon Hills, IL and North Las Vegas, NV distribution centers and attached offices. CDW•G's distribution centers use 100% recyclable packing material and shipping containers that also provide maximum protection for your IT assets. As part of our EMS, we conduct in-depth internal audits and self-assessments to support continual improvement. We review our significant environmental impacts each year and set targets to reduce them.

EPA Green Power Partnerships

CDW•G participates in the United States Environmental Protection Agency's (EPA) Green Power Partnership program. In 2008, we began purchasing 100% green power for our two data centers in the Madison, Wisconsin area through the Madison Gas and Electric (MGE) Green Power Tomorrow program. We purchase almost 12 million kilowatt-hours per year of renewable energy, making CDW•G the largest private buyer in MGE's Green Power Tomorrow program.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

OMNIA Partners promote diversity and local business initiatives through their procurement requirements. There are many types of diverse supplier requirements, including minority- and women-owned businesses, small businesses, veteran owned businesses, and LGBT-owned businesses. OMNIA Partners' ideal vendor on this contract will empower and work with all types of diverse suppliers in the marketplace, not just one or two.

CDW•G does not hold small or diverse business certifications. Our focus is creating a meaningful sourcing plan with minority, small, local, veteran-owned, and other diverse suppliers. We have the privilege, opportunity, and responsibility to partner with diverse suppliers and bring them with us to Cobb County and OMNIA Partners opportunities. In our experience, customer diversity initiatives are not always met by one or two specific certifications.

In our experience, customer diversity initiatives are not always met by one or two specific certifications. CDW•G is an ideal partner because our diverse supplier network contains partners with the following certifications, among others:

- Minority Business Enterprise (MBE)
- Historically Underutilized Business (HUB)
- Women Business Enterprise (WBE)
- Lesbian Gay Bisexual Transsexual Business Enterprise (LGBTBE)
- Veteran Business Enterprise (VBE)
- US Business Leadership Network Disability Supplier Diversity Program (USBLN DSDP)
- Women-Owned Small Business (WOSB)
- Small Disadvantaged Business (SDB)
- Service-Disabled Veteran-Owned Small Business (SDVOSB)
- Small Business
- HUBZone

Supplier Diversity Program

CDW•G's Supplier Diversity program goal aims increase procurement opportunities for direct and indirect spending with diverse businesses across the country. The CDW•G philosophy on diversity extends beyond our coworkers, the customers we serve, and the communities we live in to include our valued supplier partnerships. Our commitment to strategically partner with qualified businesses enables CDW•G to provide the best customer experience while contributing to economic growth in diverse communities.



One of our greatest points of pride at CDW•G is that in 2019, our diversity efforts were recognized and CDW•G was formally inducted into the Billion Dollar Roundtable. This is an exclusive group of U.S.-based companies that procure more than \$1 billion annually from minority- and women-owned businesses. To read more about this group, please see <https://www.billiondollarroundtable.org/>.

Our 2021 annual spend with small and diverse businesses via our Business Diversity Program grew to a record \$3.4 billion. These diverse businesses profited from increased revenue through CDW's creation of 29,254 jobs and more than \$1.7 billion paid in wages. Since launching our Supplier Diversity Program, total spending with small and diverse businesses is above \$20 billion.

Our Director of Business Diversity, Kristin Malek, was named one of DiversityPlus Magazine's Top 25 Women in Power Impacting Diversity 2021. Other accolades of diversity excellence in 2021 include:

- US Veterans Magazine Best of the Best Supplier Diversity Program
- Professional Women's Magazine Best of the Best Supplier Diversity Program
- Black EOE Journal Best of the Best Supplier Diversity Program
- HISPANIC Network Magazine Best of the Best Supplier Diversity Program
- Supplier Diversity Program Best of the Decade by MBN Diversity

One more important aspect of the CDW•G Business Diversity program is our support and participation in various organizations and events focused on developing relationships and business opportunities within diverse communities. CDW•G is a National Corporate Member of

the National Minority Supplier Development Council, Inc. and The Women's Business Enterprise National Council. We also support other organizations with a supplier diversity focus, such as the Chicago Minority Business Development Council, Inc., the Women's Business Development Center of Chicago, the Minority Business Development Agency of Chicago, and the National Veteran-Owned Business Association, and the National Gay & Lesbian Chamber of Commerce.

CDW•G contributes financially to these organizations and engages in advisory councils, attends and hosts events, and provides resources to support these organizations' focus on continued growth and success.

In addition, 50% of our Executive Council (our C-Suite executive board; i.e. CEO, COO, CFO, CIO, etc.) members are women.

Using CDW•G Diversity Partners

CDW•G is continuously developing other diverse partnerships to meet our customers' needs. These relationships include, but are not limited to, product manufacturers, distributors, and service providers nationwide who support direct (Tier 1) and indirect (Tier 2) fulfillment through presales and service engagements. We recruit diverse and disadvantaged partners locally and regionally since customer spending goals are typically tied to local laws and require the partner to be certified within their city or state.

These various engagement models allow Participating Agencies the choice to engage with the diverse partner that suits their technology needs and where the diverse partner's business is best suited to provide support in the sales cycle.

We realize that each customer has unique targets that require a thoughtful and dynamic approach to strategic sourcing. Our Business Diversity program offers a broad and robust partner network.

The following are a few ways that CDW•G can support Participating Public Agencies in meeting their diverse supplier goals:

- Educate users on CDW•G's business diversity program and how to initiate a planning session
- Conduct customer-focused planning sessions with CDW•G Account Manager and supplier diversity program representative
- Utilize information gathered from planning sessions to develop custom plans to achieve customer goals around supplier diversity
- Perform ongoing engagement to adjust plans as necessary

More details on our Tier I and Tier II Programs can be found below.

Tier I Program

CDW•G is continuously developing other diverse partnerships to meet customers' Tier I needs, which is where customer spending goes directly to the diverse firm. We offer an online registration tool where businesses can register for future opportunities with CDW•G. Our growing list of suppliers means that Cobb County and OMNIA Partners can count on CDW•G to deliver against their diversity spending targets. CDW•G has also partnered with diverse leasing companies to support Cobb County and OMNIA Partners Tier I spend requirements.

Tier II Program

To foster even more opportunities for small, diverse businesses, we a Tier II Supplier Diversity Program in 2009 for its key manufacturing, distribution, and logistics partners. The program's

goal is simple: to further opportunities for competitive diverse companies to supply goods and services. In this model, CDW•G purchases the products from diverse suppliers and delivers them to our customers. CDW•G can provide Tier II reporting to customers that track their spending (typically for tax incentives), ensuring that suppliers meet contract compliance and obligations.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

CDW•G does not meet any of the below certifications in any classified areas. Though not a woman-owned company, it is important to note that since January 1, 2019, CDW has been led by a woman executive—CEO Christine Leahy. Leahy has been with the company for 17 years, previously served as the company’s chief revenue officer, and was the company’s first general counsel.

Women comprise over half the U.S. population but remain underrepresented in leadership positions. Less than 10% of the top executives in Fortune 100 companies are women while only 6.6% of Fortune 500 CEOs are women.

Considering these statistics, along with a general underrepresentation of women in IT, CDW•G is setting the pace with Leahy as the second female CEO of a Fortune 500 company in Illinois, and with female leaders making up 40% of our executive leadership. Fairygodboss recognized CDW (and thus CDW•G), ranked 2nd, as one of the best places for women to work. At CDW•G, we aim for equity from the inside out, and our executives are leading by example.

CDW•G does not hold any certifications in any of the classified areas listed below.

Table 6: Minority Certifications

Category	Response
a. .Minority Women Business Enterprise	No
b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)	No
c. Historically Underutilized Business (HUB)	No
d. Historically Underutilized Business Zone Enterprise (HUBZone)	No
e. Other recognized diversity certificate holder	No

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

As needed throughout the contract, CDW•G may look to bring on additional vendors. CDW•G has partnerships with more than 1,000 diverse organizations all across the US.

The way that CDW•G categorizes our subcontractors and affiliates is unique. CDW•G sometimes contracts with third parties to deliver services when there are constraints on our resources. Our Partner Services group manages these companies. These incorporate in-depth processes for determining who we work with. Our Partner Services team is comprised of Professional Service Managers and billable project managers who oversee partner management and project oversight. These service managers work directly and collaboratively with our operations team which is comprised of billing administrators and project coordinators that are engaged at the deal level. Each partner receives a review throughout the year ranging from quarterly to yearly depending on their level of engagement with CDW•G along with

engagement level surveys to manage and control quality. Partners are held to a minimum survey score to continue performing work for CDW•G.

Depending on the unique needs of each opportunity, the CDW•G Account Teams will work with OMNIA Partners to develop a solution that is both comprehensive and strategic to the specific partner. The partner chosen will be specialized based on the work and needs of the customer. Details of the chosen partner will be provided to the interested party during scoping. Many of our partners include certifications as defined in our Diversity Programs section above, and listed additionally below:

- Minority Business Enterprise (MBE)
- Historically Underutilized Business (HUB)
- Women Business Enterprise (WBE)
- Lesbian Gay Bisexual Transsexual Business Enterprise (LGBTBE)
- Veteran Business Enterprise (VBE)
- US Business Leadership Network Disability Supplier Diversity Program (USBLN DSDP)
- Women-Owned Small Business (WOSB)
- Small Disadvantaged Business (SDB)
- Service-Disabled Veteran Owned Small Business (SDVOSB)
- Small Business
- HUBZone

Post-scoping, our services projects follow our Project Management Engagement Methodology which includes a heavy emphasis on communication among the parties to the contract, especially between CDW•G and the customer. These communication points include regular meetings and reports to monitor status, risks, issues, and plans.

Our manufacturing partners (such as Cisco, HP, and Microsoft) are considered subcontractors when they perform services engagements with us. We work very closely with our manufacturing partners and have many of their badged workers in our locations working with our engineering teams and brand managers. In this way, our CDW•G teams stay current with our vendor partner offerings as well as plans for product end-of-life and new product introductions. Our sales teams meet with our manufacturing partners quarterly and participate in sales training regularly to stay up to date on their latest offerings and offer you the peace of mind that you have a knowledgeable sales staff supporting you.

I. Describe how supplier differentiates itself from its competitors.

Technology requires more than fulfillment – it warrants a vendor who provides quality products and customer experience. A significant priority in SLED IT initiatives is flexible, adaptive technology that can securely promote user needs. It's not enough to provide customers with access to products they want quickly and efficiently. Procurement officers need to understand their options, and SLED agencies need to know their products are securely sourced.

Our position as a leading technology solutions provider with extensive experience working with OMNIA Partners, a mature public sector practice, robust relationships with SLED customers across the nation, mature logistics capabilities, secure and responsible sourcing processes, a fully developed contract management department, and an in-depth marketing approach all combine to create a procurement solution that no other vendor can offer.

OMNIA Partnership & Contract Experience

Not only is our sales force well-versed in growing contracts but they are experienced in promoting OMNIA Partners contracts, specifically. We believe the contract structure that Cobb County and OMNIA Partners offer combined with our expertise in promoting dynamic procurement solutions with our broad customer ecosystem offer a unique opportunity to optimize contract adoption and growth. Collectively, we can remove the complexity of procurement and technology that our customers often encounter.

Additionally, CDW•G’s program management department is singularly devoted to managing contracts. Its responsibilities are separate from those held by account managers. Members of the program management department work full-time to maintain contract compliance and administer contract procedures, including contract launch. CDW•G invests in these resources based on our understanding that contracts are complex sets of commitments. As depicted, we continuously evolve to support our key strategic relationship with OMNIA Partners. We look forward to the possibility of working with Cobb County to apply best practices and lessons learned from our OMNIA relationship to further this evolution.

Public Sector Expertise

We have over 30 years of extensive experience in providing solutions to public sector customers across segments (federal, education, state and local). Our parent company, CDW LLC, was established in 1984, and CDW•G was established in 1998 in order to better serve our government, state & local, and education customers. CDW•G is now among the largest K-12 technology solutions providers as a trusted IT partner to more than 15,000 K-12 schools, as well as approximately 3,000 colleges and universities. Public sector business comprised roughly 40% of our total annual revenue in 2021. We maintain over 1,000 contracts in order to serve these customers efficiently and compliantly. Our portfolio demonstrates widespread adoption and relevance with customers actively transacting across all 50 states.



Figure 19: Distribution of 2021 Net Sales

Blended Distribution Model

A significant advantage that differentiates CDW•G in the marketplace is our ability to deliver the right products, at the right value, right when you need them. Many of our competitors rely on what we refer to as “virtual warehouses.” This occurs when a reseller is entirely reliant on their distribution and OEM partners for packaging and shipping customer solutions. This introduces extended lead times and uncertainty in sourcing and supply chain security. At CDW•G, we have blended the best of our OEM’s and distribution partners’ fulfillment capabilities with our own distribution centers to optimize quick and accurate fulfillment.

Onsite Inventories

In fact, many technology manufacturers choose CDW•G as their primary reseller because of our vast large, on-hand inventories and effective inventory management procedures. CDW•G has two large strategically located distribution centers controlled by a Warehouse Management

System (WMS) that ensures speed and accuracy throughout the order fulfillment and distribution processes. CDW•G's marketing and purchasing departments continuously monitor trends within the IT industry to ensure that we are stocking the latest technology for immediate shipment. With our secure supply chain, we also take proactive measures to reduce the risk of obsolescence and other inventory discrepancies that contribute to increased costs.

Strong Manufacturer and Distribution Partnerships

Our delivery model combines manufacturers, distribution channel partners and leading carriers to facilitate quick product turnaround. As one of the largest direct market resellers, CDW•G has established very good working relationships with the major manufacturers in the technology industry. Our buying power attracts the industry's top manufacturers-and their best prices and rebates.

To supplement our direct purchasing model, CDW•G has strong affiliations with principal channel distributors. We have partnered with numerous distributors to supplement our direct purchasing model. Such partners include Tech Data, Ingram Micro, SYNNNEX, Avnet, Arrow Electronics, and D&H Distributing Company. They send us daily Electronic Data Interchange (EDI) downloads which provides visibility to inventory items and pricing broken down by local or remote facilities. Furthermore, our top three distribution partners provide real time inventory information which is subsequently available to members through our online catalog.

In-Depth Marketing Approach

We also differentiate ourselves from our competitors through our in-depth marketing approach. We utilize an in-house marketing process based on strategy and we keep customer business outcomes in mind while we utilize our deeply rooted customer network as a function of our account management relationships. CDW•G will utilize a number of proven activities to publicize and promote this new Agreement. Our live touch approach includes a proactive communication program, as well as both inside and field sales teams meeting with eligible users.

Our customers rely on their account manager as an expert resource; this includes leveraging contracts. Most often, when a customer purchases from a specific contract, it is because of a direct suggestion from their account manager. CDW•G's sales and marketing plan combines past CDW•G marketing successes with a strategy to effectively capture net new business. We leverage our reporting capabilities to determine potential target customers. After determining targets, CDW•G can then educate them on the benefits of the new contract and grow net-new business. Through this method, the Cobb County, OMNIA Partners and CDW•G will gain traction with users faster than a supplier that does not have these existing relationships in place.

Contract Management

Touched upon earlier, CDW•G is extremely dedicated to the quality and reliability of our procurement management process. Some vendors, even large suppliers, do not have a team dedicated to managing their contracts. Instead, these companies rely on the sales team to manage compliance issues and reporting. We can imagine that this results in delayed responses, unreliable support, and in worst cases, inaccurate reporting. A differentiator for CDW•G is our Program Management Department, a group of more than 100 coworkers devoted to the full scope of contractual sales, including managing contracts. Keeping our contract management within one group makes oversight and structured processes easy to implement. In turn, this eases oversight responsibilities to one central group and allows CDW•G to standardize our contract management processes and share best practices – in turn reducing risks and improving efficiencies. With an average of over ten years of industry experience and active participation in National Contract Management Association, CDW•G program managers are qualified to advise and serve our customers at all stages of the contract process.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

As of the date of submission, there are no known present or past litigation, bankruptcy, or reorganization involving CDW•G.

K. Felony Conviction Notice: Indicate if the supplier

- a. is a publicly held corporation and this reporting requirement is not applicable;**
 - b. is not owned or operated by anyone who has been convicted of a felony; or**
 - c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.**
-

CDW•G is a publicly held company and this reporting requirement is not applicable.

L. Describe any debarment or suspension actions taken against supplier

As of the date of submission, there are no known debarment or suspension actions taken against CDW•G.

Distribution, Logistics [RFP 3.2]

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

For this response, CDW•G is pleased to offer all of the providers and services CDW•G offers. Our line of products and services can be found at www.cdwg.com.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

CDW•G provides nationwide delivery for our hardware products and has a robust system in place to secure timely delivery. A full description of our distribution centers can be found in the Description of Facilities section below.

Many of our top manufacturers and software publishers' representatives are onsite at CDW•G's sales offices to facilitate requests for information and assist with designing the best possible solutions.

- We receive detailed insight into supply chain availability, manufacturing delays, distribution shortages, and overstocks, as well as other disruptions related to supply and demand variability
- We often secure additional inventory to offset any known supply issues
- CDW•G works closely with our vendor partners to train and certify our account managers and technical staff and to deploy and manage technologies in customer environments
- CDW•G has received awards and recognition from our partners for developing and delivering exceptional solutions

Products and services will be offered to all states under the Master Agreement, including US Territories and Outlying Areas where allowable and applicable by local government regulations, CDW•G contractual limitations, and our relationships with the respective manufacturers.

Additionally, due to the relationships which CDW•G has with both OEM partners and shipping carriers, we ensure the traceability of products regardless of their origin. If products are shipped directly from a manufacturer location, our logistics and drop ship team maintain active communication with the manufacturer and the preferred carrier to not only ensure that the correct number and model of products are being shipped but that shipment schedules are being met.

We do not procure from gray market vendors and only work directly with manufacturers and their authorized sources. Our supply chain complies with industry standards to support the IT needs of public sector customers. Our catalog contains a vast range of manufacturers, so customers can expect transparency since we do not manufacture products ourselves. The Government Industry Data Exchange Program provides a report of counterfeit or suspected counterfeit products weekly. We cross-reference this list with our inventory and sales. To date, none (0%) of the products we've carried or sold have been classified as counterfeit. All of CDW•G's shipping and quality processes are based on the ISO 9001:2015 certification standards, of which we are certified.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

As with all of our contracts, this contract will be assigned a Program Management team led by a Program Manager who will ensure contract deliverables are met as well as ensure the correct contract price is maintained. The Program Manager regularly conducts self-audits to ensure pricing compliance and takes corrective action when needed.

Compliance

Immediately upon award of a contract, the Program Manager reviews and disseminates the contract documents and all related proposal documents, recording all items that CDW•G will need to manage. The Program Manager is responsible for ensuring that CDW•G observes all legal statutes included in the contract as well as all business commitments. For example, if CDW•G commits to a pricing structure based on a certain discount from advertised pricing, it is the Program Manager's responsibility to record the pricing in the contract management software, which then locks the structure for purchases made under the contract. Since the Program Manager is often the person most familiar with the contract, they will also make recommendations for improvements and efficiencies based upon their constant analysis of the contract's provisions and trends with Cobb County and OMNIA Partners' use of the contract.

Automated Contract Management System

Upon award, we will load the contract structure into our internal contract editor system which will then create a customer premium page with a distinct URL that will reflect the contracted price. Once the structure is loaded, no additional manual intervention is needed to maintain it. End users will be able to view and verify the contracted pricing through this unique URL without the need to log in with a password.

Distribution Channels

CDW•G offers various distribution methods for our customers. It is of the utmost importance that our customers can purchase from us however is easiest from them. CDW•G works with several other companies to help to process, handle, and/or ship hardware products to customers. In addition to the manufacturer and distributor partners we work with, we have built strong relationships with industry well-known carriers such as FedEx Parcel, UPS Parcel, UPS Freight, FedEx Air Freight, CEVA LTL services (less than truckload), and local messenger services. We will provide Cobb County a Premium Page in which they can quickly and efficiently place and track the status of their orders.

As one of the largest direct market resellers, CDW•G has established very good working relationships with the major manufacturers in the technology industry. Our buying power attracts the industry's top manufacturers-and their best prices and rebates. Most manufacturers send us daily Electronic Data Interchange (EDI) downloads with pricing and product availability information. Also, we receive timely notification regarding product changes and lifecycles. To supplement our direct purchasing model, CDW•G has developed strong affiliations with principal channel distributors. They send us daily EDI downloads which allows us visibility to inventory items and pricing broken down by local or remote facilities. Furthermore, our top three distribution partners provide real time inventory information.

Our two distribution centers are located in close proximity to principal distributors; this enables us to obtain competitively priced, non-stocked items relatively quickly. CDW•G can secure non-of-stock product(s) from our local distribution network normally within 24 hours with a few more

obscure products taking up to 48 hours, depending on your requirements. The value-added benefits of our highly automated state-of-the-art distribution systems are that Cobb County and OMNIA Partners will receive the right products quickly, configured correctly and ready to use; this will enable your employees to maintain a high level of productivity and to better serve your customers.

Customers at any time can reach out to their dedicated Account Manager to place an order via phone or fax is that is the preferred method.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

We work with several, authorized, channel partners to deliver solutions to OMNIA Partners. These include OEMs, Publishers, Cloud Solution Providers, and Distribution Partners.

CDW•G works with several other companies to help to process, handle, and/or ship hardware products to customers. In addition to the manufacturer and distributor partners we work with, we have built strong relationships with industry well-known carriers such as FedEx Parcel, UPS Parcel, UPS Freight, FedEx Air Freight, CEVA LTL services (less than truckload), and local messenger services.

Depending on the unique needs of each opportunity, CDW•G will work with these resources in conjunction with Cobb County and OMNIA Partners to choose additional vendors that best fit based on the work and needs of the customer. Details of the chosen vendor will be provided to the interested party during scoping.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Unlike many solutions integrators, CDW•G operates physical warehouses as opposed to the virtual warehouse methodology. We have two large, strategically located distribution centers controlled by a state-of-the-art Warehouse Management System (WMS) that ensures speed and accuracy throughout the order fulfillment and distribution processes. We have a 450,000-square-foot distribution center located at our headquarters in Vernon Hills, IL, and a 513,000-square-foot distribution center located in North Las Vegas, NV. These locations facilitate quick distribution of products to our growing customer base throughout the country. The Vernon Hills distribution center focuses on distributing products to customers east of the Mississippi River while the Las Vegas distribution center primarily serves the western part of the United States.



Our Configuration Centers are PCI Certified and Hold Several Iso Certifications:
 ISO 9001 ISO 14001 ISO 20243 ISO 27001 ISO 28000

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Quality	Environmental	Risk Management	Information Security	Secure Supply Chain
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We hold more than \$500M of inventory in our two in-house distribution centers that total almost one million square feet. Our ISO 9001-, 14001-, and 28000-certified, strategically located distribution centers provide speed, accuracy, and excellent geographic coverage across the US. Our product lineup includes desktops, notebooks, servers, peripherals, networking and communications equipment, software, accessories, plotters, network printers, desktop printers, and print supplies.

Marketing and Sales [RFP 3.3]

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

CDW•G has a long-standing relationship with OMNIA Partners (and previously with affiliates of OMNIA including NIPA and US Communities GPA). CDW•G is vendor agnostic. This is not our primary go to market strategy. We continue to lead and facilitate our growth strategy with numerous public entities which utilize the multiple OMNIA contracts CDW•G has been named to. CDW•G will continue to partner with OMNIA Partners through this contract, if awarded, and other contracts to identify additional members under this solicitation. CDW•G must abide with various regulations and requirements in multiple jurisdictions including some with mandatory use requirements, exclusions, or preference of public entities on utilization of specific contracts. We have included a cohesive marketing plan and pledge to continue focusing on the growth of this contract's awareness and success.

Beginning with the date a contract is executed, the CDW•G Team, in conjunction with our Executive Leadership, will work to implement the Master Agreement within our computer system and communicate it to the sales team. We will provide Cobb County and OMNIA Partners with specific dates of implementation upon award and with a firm understanding of the contract terms.

We maintain an ecosystem of coworkers committed to successfully managing all aspects of a contract through its entire lifecycle. From our Executive Leadership to the Contract Management group, our team of coworkers will collaborate to customize a detailed and effective plan to launch and grow this contract.

CDW•G has a successful contract launch history where we focus on five areas of the contract which are:



Figure 20: Contract Launch Progression

This methodology allows our coworkers to efficiently get brought up to speed about this new agreement and begin contract growth with Cobb County and OMNIA Partners.

Our process is as follows:

1. The Program Manager receives the executed Master Agreement and other relevant signed documents and saves CDW•G's contract library
2. The Program Manager sets up the pricing in our Contract Management System
3. The Program Manager works with our in-house eProcurement team to create a homepage specific for Cobb County and OMNIA Partners. ensuring contract-compliant pricing, as well as the various logins and security settings for OMNIA Partners.

4. The Program Manager oversees training for our sales teams supporting Cobb County and OMNIA Partners on the contract terms and deliverables.
5. The Program Manager will provide Cobb County and OMNIA Partners reports as required by the contract language and analyze the success of the program, making recommendations for improvements throughout the contract's duration.



Figure 21: Program Management Growth Methodology

We are excited to bring this proven growth methodology, also displayed in the depiction above, to the contract in partnership with Cobb County and OMNIA Partners.

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

We maintain an ecosystem of coworkers committed to successfully managing all aspects of a contract through its entire lifecycle. From our executive leadership to contract management, our coworkers will collaborate to customize a detailed yet effective plan to launch and grow this contract. CDW•G has a successful contract launch history where we focus on five areas of the contract which are: Intake, Set-Up & Compliance, Education, Measure and Growth. By focusing on these areas specifically, we launch contracts to the CDW•G teams with the most powerful and applicable details to optimize the success of this new Agreement.

We bring leaders from across our public sector teams together with OMNIA Partners multiple times a year to review contract initiatives, joint goals, and customer feedback. Our ongoing effort in specific target accounts help increase contract utilization and drive contract adoption amongst nonparticipating agencies. We meet monthly to review the current state of the business and execution of our growth and marketing strategies.

CDW•G's leadership team is securely behind the growth and strategy of this program for both Cobb County, GA and nationwide. CDW•G executive leadership commits to endorse and sponsor the award within the first 10 days of the contract.

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

CDW•G's program management department is singularly devoted to managing contracts. Its responsibilities are separate from those held by account managers. Members of the program management department work full-time to maintain contract compliance and administer contract

procedures, including contract launch. CDW•G invests in these resources based on our understanding that contracts are complex sets of commitments.

CDW•G's Program Manager, Francie Gribble, has in-depth working knowledge of OMNIA Partners including the former cooperatives, National IPA and TCPN. She collaborates with CDW•G's marketing department to create awareness and training campaigns to enable our national sales force.

Over the first 90 days, in partnership with the OMNIA Partners team, Francie and other key members of the CDW•G executive leadership team will outline their strategy to implement this contract within our portfolio. With our experience on both OMNIA and other cooperative contracts, our robust implementation plan ensures we are able to bring our national sales force up to speed quickly,

Gribble will work directly with our sales leadership, Cobb County, and OMNIA Partners to develop and execute a training program for our sales force swiftly following contract signature. Training content will cover contract scope and operations, growth strategy endorsed by executive leadership, and the contract benefits. We expect this to happen within the first 30-45 days of contract signature.

The documentation Gribble compiles in conjunction with our marketing department will be customized depending on the needs and the region of the seller to ensure our messaging matches the customers within that geography.

Our sellers will then be equipped with relevant collateral to communicate with customers the benefits and strength of this contract. Curriculum development, trainings, and collateral creation will be completed within 90 days of contract award. However, CDW•G doesn't stop at 90 days. We have continuous, ongoing training with our national sales force for the life of the contract.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

Just as our contract management team leads contract launch and maintenance requirements, our sales force upholds strategic relationships with current and potential OMNIA customers. These relationships uniquely position us to develop and deliver an awareness and growth campaigns to members through a trusted advisor network. Our account teams have long-standing customer relationships in which they often become an extension of their customers' IT and purchasing teams. Our account managers speak with their customers weekly, if not daily. As a result, our customers turn to their account managers for purchasing recommendations, including which contracts to leverage. Within 90 days of contract award, we will leverage this trusted advisor network and our marketing capabilities (e.g., customer-facing collateral, email campaigns, call campaigns, social media, etc.) to quickly and effectively alert registered and potential customers of the new contract and its benefits.

i. Creation and distribution of a co-branded press release to trade publications

To successfully implement a marketing plan, marketers must first know their audience and how to access them. CDW•G partners with various trade publications to access our target customers.

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Within 90 days of contract launch, our marketing team will work with OMNIA Partners to develop content to disseminate to customers. Below, we have outlined potential avenues in which we can access target customers.

Publications. CDW•G partners with industry experts to publish sector-specific online and hardcopy magazines for State (StateTech) – shown in the graphic on the right, K-12 (EdTech Focus on K-12) and Higher Education (EdTech Focus on Higher Education). To successfully implement a marketing plan, marketers must first know their audience and how to access them, and these publications help access our target customers. All of the aforementioned publications deliver relevant content via print, blog, video case studies, and e-newsletters on topics including classroom, cloud, data center, hardware, software, security and services.



Figure 22: State Tech Sample

Additional publications include:

- CoSN
- EdTech Magazine: Focus on Higher Ed
- EdTech Magazine: Focus on K-12 Education
- EDUCAUSE
- GovExec
- GovTech
- NASCIO
- NASTD
- State Tech Magazine

Advertisements and Cobranding.

CDW•G works with internal and external marketing teams to profile CDW•G and partner delivered technology productions, solutions and services on customized flyers that are easily accessed electronically or printed to hand out.

Custom flyers are created for all CDW•G contracts. The example below is for a statewide hardware contract with the State of Utah for PC Stores and following CDW•G guidelines was designed to bring value to those new to CDW•G as well as long-time agency users and partners, with information that includes:

- Quantified examples of CDW•G’s experience and approach to serving the State;
- Samplings of our breadth and depth of industry partnerships
- Contract specifics where customers can find CDW•G delivered solutions and services; a
- Contact details for Account Managers and Field Account Executives

We are able to do the same thing for Cobb County on this contract and other OMNIA Partners, should you want to.

CDW-G and THE STATE OF UTAH

ONE-STOP SIMPLICITY FOR EVERYTHING TECHNOLOGY

State of Utah PC Stores Contract No. MA2779

Meet the newest member of your technology team: CDW-G, your new partner under the PC Stores Contract for the State of Utah.

Count on CDW-G for one-stop simplicity in product procurement across 12 essential technology categories – including client computing, networking equipment and power and cooling solutions – plus our entire catalog of software offerings (under Contract No. MA2800). Utah's dedicated CDW-G account team provides unparalleled convenience and expertise for your technology procurement.

WE GET IT.

- Nationwide public sector experience**
- 20 years of service to Utah**
- Problem-solving experience focused on you**
- Individual attention from dedicated CDW-G account managers**
- Solutions that address every need**
- Convenient, state-of-the-art distribution center in Las Vegas**

STRONG PARTNERSHIPS, STRONG RESULTS

This contract encompasses CDW-G's hardware portfolio, ensuring solutions that are crafted from the strongest offerings and vendors in the industry, including:

- Computers and accessories
- 3D printers
- Apple branded products
- Audiovisual equipment and accessories
- Desktop, office printers and plotters
- Consumer electronics
- ID printers
- Classroom devices
- Uninterruptible power supply (UPS)

hp, DELL, Google, APC, TRIP-LITE, EPSON, Microsoft, acer, Hewlett Packard Enterprise

For more details, reach out to your CDW-G account manager:

Matt Olszewski
Executive account manager
T: 847.419.8288
E: mattols@cdw.com

Rick Martinez
Contract program manager
T: 847.371.7182
E: richmar@cdw.com

CDW-G PEOPLE WHO GET IT

Figure 23: CDW•G Custom Flyers

Social Media

CDW•G meets our customers where they are on today's technology horizon. The CDW Social Squad are employees educated on and active in social media. This Social Squad pushes customized content to and through social media outlets including relevant articles, emerging technology news, information on available contracts and upcoming events in customer-specific markets. We can customize this content to be relevant to Cobb County and OMNIA Partners.

With over 1,700 entries and counting across topics including Cloud, Data Center, Digital Workspace, Networking, Security, and Software, CDW's Solutions Blog delivers evocative and relevant content. Authored by our own subject matter experts, articles are written to help our customers navigate and digest the overwhelming amount of data that comes at them every day as they work to make better decisions for more effective and efficient solutions that meet their individual goals.

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

We will create a customized tab on our OMNIA Partners Premium Page so customers can easily shop for featured products. It will be active on the first day the contract goes live and feature co-branded material with your organization's logo and message. This website will include up-to-date pricing on all eligible products. Authorized users and administrators access the information they need when they need it and benefit from real-time updates to inventory and price.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

Our standard contract launch process includes developing collateral to promote contract awareness and education among internal and external stakeholders. Content will focus on the administrative and strategic value of utilizing this new Agreement. Specifically, we will highlight the convenience of the online marketplaces, as well as the cost and time savings associated with consolidating transactional procurement needs by leveraging the new Agreement.

Possible outlets to disseminate content include our internal Corporate Communications, our Public Sector Publications (State Tech & Ed Tech), a sale-led communications campaign, and Social Media. We use Twitter, Facebook, and LinkedIn as avenues for marketing, education, updates and general communication with customers. Active social media helps customers stay informed with links, posts and articles of interest in the way that they choose to receive information. We also maintain an internal group that is focused on submitting and curating social media content called the Social Squad. It even has its own app available for Android. Social Squad members are encouraged to submit content on a number of topics, including industry news, products and deals, emerging technologies, product launches, featured partners, and more.

We are able and willing to participate in co-branding marketing opportunities with Cobb County and OMNIA Partners. For instance, a combined OMNIA and vendor branding logo can be created to include in social media advertisements, the Agreement's customized Premium Page, customer-facing digital and print one-pagers, and customer-facing emails.

Upon contract award, intend to conduct a collaborative kick-off meeting dedicated to developing our go-to-market strategy including the development and distribution of co-branded marketing materials within the first 90 days.

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

CDW•G has enjoyed participating in the NIGP Annual Forum in past years and will continue to do so with commercially reasonable efforts. We believe in the mission to “develop, support and promote public procurement” and look forward to sharing our best practices with other non-competing OMNIA Partners vendors.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

CDW•G will advertise the contract in our own highly viewed publications and our contract specific email campaign. We will continue to promote the contract via avenues such as our EdTech and State Tech publication sites.

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

CDW•G will market and promote the contract, through various avenues such as announcements in our publications, email campaigns, as well as on the contract's CDW•G premium page. We look forward to working with OMNIA Partners to develop our marketing strategies even further and propose a marketing strategy meeting to discuss a refreshed approach and specific goals/targets for the new contract. Below is a sample of the ongoing email campaign we currently conduct for our OMNIA agreement.

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners
-

CDW•G currently hosts a dedicated web-page for our OMNIA agreements www.cdwg.com/omniapartners including all contract documentation, marketing materials, products and pricing and relevant links. Upon award we will create a dedicated tab on this premium page.

The updated Premium Page will include the following:

- Cobb County and/or OMNIA Partners standard logo
- Copy of original Request for Proposal
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier
- Summary of products and pricing
- Marketing materials
- An electronic link to OMNIA Partners' website including the online registration page
- A dedicated toll-free number and email address for Cobb County and/or OMNIA Partners
- Our team will review the tailoring of our current Premium Page with the OMNIA Partners team to ensure that the dedicated webpage meets all of the Participating Entities' needs.

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

As Cobb County and OMNIA Partners may know, CDW•G currently holds a significant number of cooperative purchasing contracts including OMNIA Partners, Public Sector (fkna NIPA), Association of Educational Purchasing Agencies (AEPA), and Sourcewell (fkna NJPA). CDW•G is solutions-focused, vendor agnostic and provides consultation to assist our customers to select the contract best suited for their specific procurement needs. For all of our national contracts, we have maintained the transparency of our contract portfolio to our customer and negotiated the removal of language such as "most favored customer" and requirements such as this. CDW•G continues to prove without a doubt that we can keep our commitment to making this contract prosperous amongst our portfolio of offerings. We have transitioned a number of customers and their solicitation opportunities to OMNIA Partners contracts, in the form of participating agreements. Moving forward, we will continue to loop new members into the contract and sustain the growth.

CDW•G currently holds a significant number of cooperative purchasing contracts including Omnia Partners/National Intergovernmental Purchasing Agency (National IPA), Association of Educational Purchasing Agencies (AEPA), and Sourcewell. CDW•G is solutions-focused and provides consultation to assist our customers to select the best contract vehicle suited for their specific procurement needs. We continue to maintain transparency of our contract portfolio to our customers and will work with customers upon their request to transition customers to ensure it is in the best interests of purchasing entities, CDW•G, OMNIA Partners, and customers.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

CDW•G acknowledges and agrees to provide its logo(s) to OMNIA Partners, Public Sector and agrees to provide permission for reproduction of such logo in marketing communications and promotions. We additionally acknowledge that use of OMNIA Partners, Public Sector logo requires permission for reproduction, as well.

The core component of CDW•G's brand identity is its corporate logo; therefore, we ask that you carefully consider the following guidelines when using it.

When using the CDW•G logo, you agree to the following:

1. You may use the logo(s) only in the exact form provided by CDW•G and only to accurately and actively link from a website that is under your control to the home page of CDW.com (or another address provided by CDW•G) and for no other purpose.
2. You may not incorporate the logo(s) into any other logo or design.
3. You may not to use the logo(s) in a way that suggests that you or your company or products are affiliated with CDW•G or its products or services in any way.
4. You may not display the logo(s) on any website that disparages CDW•G or its products or services, infringes any CDW•G intellectual property or other rights, or violates any law or regulation.
5. No other logo or design element should appear within 0.5 inches of the CDW•G logo.
6. You may not frame or alter the CDW•G website in any way.
7. At CDW•G's direction, you will immediately remove the logo(s).
8. Your limited right to use the logo(s) does not constitute a grant of any other right or license. All other rights are reserved by CDW•G.
9. CDW•G disclaims all warranties, express and implied, regarding the logo(s), including warranties against infringement. You agree to indemnify CDW•G from and against any and all claims and liabilities arising out of your use of the logo(s).

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency**
 - ii. Best government pricing**
 - iii. No cost to participate**
 - iv. Non-exclusive**
-

CDW•G confirms we will be proactive in direct sales to Public Agencies nationwide and our initiatives will, at a minimum, communicate points i-iv stated above.

- I. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency**
- II. Best government pricing**

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- III. No cost to participate
- IV. Non-exclusive

We are happy to create a contract announcement flyer with the new contract information. A sample from an existing agreement is included below. We would like to further discuss the inclusion of II and IV, and will revise our marketing pieces to include a mutually agreeable message that best represents the value of the contract.





OMNIA PARTNERS AND CDW-G



A WINNING PARTNERSHIP IN STRATEGIC SOURCING

We are pleased to announce that CDW-G has been awarded a special contract with OMNIA Partners, for the sale of Information Technology Solutions and Services, under Agreement 2018011-01. Contract 2018011-01 is now available for OMNIA Partners participants for all of your technology needs.

STRONG PARTNERSHIP, STRONG SOLUTIONS

CDW-G and OMNIA Partners have worked collaboratively to help you successfully convert to the new program. If you have any questions about the transition or process, please contact your CDW-G account manager for additional assistance.

We look forward to serving you under our new agreement with OMNIA Partners.

CONTRACT BENEFITS INCLUDE:

- + Term: 3/1/18 to 2/28/23 with two, one-year renewals.
- + Competitive pricing across CDW-G's entire portfolio of products and solutions.
- + Access to a multitude of services and custom configurations, including equipment staging.
- + Pricing on products made by the following partners:


by Schneider Electric



Authorized Reseller

















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Figure 24: OMNIA Partners and CDW-G

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement

ii. Working knowledge of the solicitation process

iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

iv. Knowledge of benefits of the use of cooperative contracts

CDW•G acknowledges and complies with the above requirement. CDW•G's Program Manager, Francie Gribble will work directly with our sales leadership, Cobb County, and OMNIA Partners to develop and execute a training program for our sales force. Training content will address all of these elements. Our sellers will then be equipped with relevant collateral to communicate with customers. Curriculum development, trainings, and collateral creation will be completed within 90 days of contract award.

At a minimum, training will include the following topics:

- I.** Key features of Master Agreement
- II.** Working knowledge of the solicitation process
- III.** Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support

-
- Name: David Hutchins
 - Title: VP, Strategic Programs and Sales Enablement
 - Email: David.hutchins@cdwg.com
 - Phone: 847-968-9782

ii. Marketing

-
- Name: Lauren Bull
 - Title: Manager – Public Sector Field Marketing
 - Email: lbull@cdw.com
 - Phone: 847-968-0257

iii. Sales

-
- Name: AJ Lucci
 - Title: Sales Manager
 - Email: ajlucci@cdwg.com
 - Phone: 312-705-9355

iv. Sales Support

- Name: Rob Sullivan
- Title: Executive Account Manager
- Email: robesul@cdwg.com
- Phone: 312-705-9505

v. Financial Reporting

- Name: Francie Gribble
- Title: Program Manager
- Email: frances.gribble@cdwg.com
- Phone: 629-208-8229

vi. Accounts Payable

- Name: **we assign Accounts Payable personnel for each manufacturer, not per customer or per contract, contact details can be shared post award for a particular manufacturer if necessary
- Title:
- Email:
- Phone:

vii. Contracts

- Name: Francie Gribble
- Title: Program Manager
- Email: frances.gribble@cdwg.com
- Phone: 629-208-8229

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

The CDW•G customer support models starts with our account managers. As part of the CDW Experience, we organize our sales force differently from other companies in order to best serve our customers. First, our account managers are trained to become experts within the public sector segment they support – K-12, Higher Education, State & Local government, Federal government and Healthcare. The advantage is that they can address the very specific needs of their unique customers. To further equip our account managers to support their customers, CDW•G divides the salesforce into distinct geographic regions to ensure that sellers are prepared to support the local landscape in a way that is unmatched by other vendors, both small local and national companies.

Each member has a dedicated account manager who maintains overall responsibility for coordinating all CDW•G resources to achieve the highest standards of customer service. They are the first line of contact for orders, questions, and marketing implementation.

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CDW•G account managers, their supporting product specialists, and their sales managers understand the current technology trends and are specialized to only work with public-sector customers. This is one of the great benefits of partnering with CDW•G. OMNIA Partners members will have access to much more than a single resource; members will also have access to an entire sales and support team ready to address any member’s need. CDW•G, from the executive level down to your account manager, is focused on ensuring that OMNIA Partner’s members’ needs are consistently and satisfactorily met.

To simplify the customer service process, we recommend OMNIA members bring any issues or inquiries to the attention of their dedicated account manager. Members’ CDW•G account managers are the center of their customer service and support experience. CDW•G account managers’ first step is always to listen. Then they evaluate and determine the best next steps. If the account manager cannot correct the issue, they will escalate it to their sales manager. If the sales manager cannot correct the issue, they will escalate it to the director. Escalation continues all the way up to the executive leader who oversees this contract, our Vice President of Government and Strategic Programs, Ben Bourbon and David Hutchins, respectively, until we provide a suitable solution to the performance issue. While this type of escalation is rare, we always work to sufficiently and expeditiously resolve any escalations. Usually, resolution is as simple as walking a few desks over to explain the situation.



Figure 25: CDW•G’s Escalation Process

The beauty of this approach is that the customer does not have to manage the process, hunt down contacts or explain their issue many times over. They are kept in the loop on progress of the resolution, while their CDW•G team takes care of the rest. Because we designate an actual person and not a faceless inbox, they can reach out to their account manager whenever they feel necessary.

For mission critical issues, we follow the same path with expedited timelines. If problem resolution is specific to a coworker, such as performance of an account manager, the customer is encouraged to reach out to the coworker’s manager, who will then take the appropriate steps to address. Contact information for your account manager, sales manager and customer relations can all be found easily in your cdw.com account center.

A follow-up step in our incident escalation process involves taking the incident resolution process one step further. Our sales teams work hand-in-hand with our Program Management team to ensure that for issues requiring significant escalation, we determine proactive measures

to prevent the problem from recurring. We want to understand why it happened to make sure it doesn't happen again. This is one of the reasons we are consistently lauded for outstanding customer service.

Beware of proposed incident escalation paths that go no further than issue resolution. Vendors that correct the problem but acknowledge it no further than incident escalation/resolution will be able to offer only temporary fixes. They won't understand the causes of where they failed to meet member expectations.

Cobb County and OMNIA Partners can be confident in this contract's level of Executive Sponsorship within CDW•G, as well. AJ Lucci, Sales Manager; Don McCarthy, Director SLG East, Ben Bourbon, Vice President of Government Sales; and Chris Webb, Director, Capture are all high-level, accessible, points of contact focused on the success of this Agreement.

Contact information for the highest level of the executive sales team is:

- Name: Don McCarthy
- Title: Director, Area Sales
- Email: Donamcc@cdw.com
- Phone: 847-419-6317

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

An OMNIA member's first point of contact with CDW•G is their dedicated account manager. As such, we understand how critical it is for our account managers understand the scope and benefits of the OMNIA agreement. In conjunction with the technical trainings offered to our CDW•G account teams, our Program Management team will train our sales teams regarding the OMNIA agreement with CDW•G. The diverse nature of our training program gives each account team confidence to support OMNIA members through the entire sales cycle from project inception, purchase, solution deployment, and post-sale support. Our account teams clearly and concisely deliver the value of the OMNIA agreement to non-members helping to drive increased adoption and contract growth.

Public sector customers are seeking a digital platform for quick and simple procurement of transactional items. Our account managers, across all segments and regions nationwide, will be poised and prepared to guide and educate members on this new procurement option.

Tenured CDW•G account managers are actively marketing the current City of Mesa OMNIA agreement to customers and are very familiar with its benefits, including product categories, administrative fee structure, and flexibility. While there will be subsequent trainings upon award, the Online Marketplace contract will easily be added to our account manager's repertoire to become an arrow in their OMNIA quiver. The ramp up time for our account managers will be far quicker than account managers who lack such familiarity with OMNIA agreements.

In addition to our Account Managers, our Business Development team is actively engaged with OMNIA Regional Managers and leaders in Partner Development and Strategic Accounts to review the state of our joint business, develop growth goals and strategies and execute prescriptively to drive business the OMNIA Partners portfolio. This new contract will fit seamlessly into the overall program allowing us to quickly develop and expand contract usage utilizing a proven model.

I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

As with all of our contracts, the Online Marketplace contract will be assigned a Program Management team led by a Program Manager (PM) who will ensure c contract compliance and administer contract procedures, including contract launch. The Program Manager regularly conducts self-audits to ensure pricing compliance and takes corrective action when needed.

Upon award, CDW•G’s Program Manager, Francie Gribble, will work directly with Cobb County and OMNIA Partners to stand-up all aspects of the new Agreement within our system (e.g., member lists, pricing, reporting, fee schedules, and other compliance requirements). We will load the contract structure into our internal contract editor system which will then create a customer premium page with a distinct URL that will reflect the contracted price. Once the structure is loaded, no additional manual intervention is needed to maintain it (this non- manual process only applies to catalog contract using CDW•G categories).

We also have processes in place to ensure that the contract prices proposed are maintained throughout the life of the contract. CDW•G will use automated internal systems as well as Program Management personnel to manage the proposed price structure.

After contract launch, the Program Management team is responsible for adding new members to the contract by linking their account to the new contract. Contract stand-up also includes creation of internal and external resources to aid our customers and sales teams in transitioning to the new Agreement.

Our ongoing marketing efforts will include the previously discussed topics – i.e., training, publications, attendance at events – to ensure this contract is continually being marketed from contract launch through completion.

J. State the amount of Supplier’s Public Agency sales for the previous fiscal year. Provide a list of Supplier’s top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Due to confidentiality reasons CDW•G does not release the financial information of Our customers. Should this contract be accepted, CDW•G can solicit each customer individually to determine whether their financial information may be shared.

The following are our 2021 top Public Agency OMNIA Customers:

Table 7: CDW•G Top 10 Public Agency Customers

Customer Name
NYC Dept Of Info Tech & Telecom
NYC Cyber Command
New York City Department of Education
NYPD
NYC HRA
MTA Headquarters
Kern County High School District
NYC Dept Of Health & Mental Hygiene
NYC Department of Education
NYPD

K. Describe Supplier’s information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

eCommerce Platform – Web based

Your customizable CDW•G web portal is available to authorized users 24 hours per day, provides real-time information, and facilitates researching, ordering and tracking purchases. Whether you are a first time shopper or an existing customer of CDW•G, we can ensure your order routes to the appropriate account management team that supports the shoppers entity, based on the contract being used.

eProcurement Platform – Punch Out Catalog

As a company, CDW•G is highly experienced in implementing B2B solutions. Since 2001, we have integrated with over 9,000 entities (13,000 customers) and work with over 80 different marketplaces, ERPs and SRMs. Our in-house staff of over 200 IT personnel are dedicated solely to our web, internal, and e-commerce IT systems. Our mature e-procurement practice also means Cobb County won’t have long to wait to begin using their system. By integrating quicker than our competitors, CDW•G simplifies procurement for eProcurement customers by allowing them to buy IT the way they need based on their specific requirements. CDW•G’s punch out offers the shopper dynamic price offerings, product information and availability while providing industry standard information back into our customers e-procurement platform, such as UNSPSC and contract information. CDW•G can support customers who wish to utilize Cobb County award(s) through an eProcurement platform.

Application Programming Interface (API)

CDW•G can review customer specific requests where order process automation is needed, but further customization is required. This process may include technologies such as JSON or SFTP, but may be accommodated based upon the scope of the project.

L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”).

\$_____.00 in year one

\$_____.00 in year two

\$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

While we cannot provide guaranteed minimum contract sales, CDW•G has a proven record of winning and growing OMNIA agreements, and the resources needed to do so. OMNIA Partners has our commitment to do the same here.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

As an impartial solutions provider, our first and primary goal is to serve the needs of the customer from a technology and procurement perspective. We act in a consultative, objective manner to aid customers in developing the procurement strategy to best fit their needs. In honoring this commitment, we have maintained the transparency of our contract portfolio to our customers and negotiated the removal of language such as "most favored customer" and other requirements.

We commend Cobb County and OMNIA Partners for creating a contract vehicle to facilitate easy transactional buying at competitive pricing for its users. We certainly see the strategic fit this contract demonstrates within the SLED space and we will position this agreement when it best suits their procurement needs.

When responding to a solicitation that directly disclaims the terms and conditions of this Master Agreement, we will comply with all appropriate contractual terms. Subject to applicable law, we represent that under this Agreement we will make reasonable commercial efforts to offer prices that are competitive with the prices offered to other similarly situated customers purchasing a comparable volume of the same products at the same time and under the same terms and conditions.

Subject to applicable law, Supplier represents that under this Agreement it will make reasonable commercial efforts to offer prices that are competitive with the prices Supplier offers to other similarly situated customers purchasing a comparable volume of the same products at the same time and under the same terms and conditions.

Appendix A: Sample SOW

See following pages for a Sample SoW that would need to be mutually agreed upon for all Service engagements.

STATEMENT OF WORK

Project Name:		Seller Representative:
Customer Name:		
CDW Affiliate:		
		Solution Architect:
SOW Created Date:		
Version:		Drafted By

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, [CDW Affiliate] (“**Provider,**” and “**Seller,**”) and [Customer Name] (“**Customer,**” and “**Client,**”).

This SOW shall be governed by that certain [Governing Agreement Name] between [CDW Affiliate] and [Customer Name], dated [Governing Agreement Date] (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW.

PROJECT SCOPE

SERVICE DESCRIPTION

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller’s performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer’s facility’s safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller’s gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days’ advance written notice.

CONTACT PERSONS

Each Party will appoint a person to act as that Party’s point of contact (“**Contact Person**”) as the time for performance nears and will communicate that person’s name and information to the other Party’s Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**").

SERVICES FEES

EXPENSES

CUSTOMER DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit ("**Customer-Designated Locations**").

PROJECT SPECIFIC TERMS

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

[CDW Affiliate Name]

[Customer Name]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Mailing Address:

Mailing Address:

[Affiliate Address line 1]

Street: _____

[Affiliate Address line 2]

City/ST/ZIP: _____

EXHIBIT _

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“Customer-Designated Locations”).

Location(s)

Appendix B: Required Forms

See following pages for our signed forms required with this submission.



Cobb County...Expect the Best!

REQUEST FOR PROPOSALS

**Sealed Bid # 23-6692
Technology Product Solutions and Related Services
Cobb County Purchasing Department**

Bid Opening Date: October 13, 2022

Pre-Proposal Meeting via WebEx: September 14, 2022 at 3:00 PM Eastern

Join from meeting link

<https://cobbcounty.webex.com/cobbcounty/j.php?MTID=m6334e0c9e0f46364cc2157383bc375a6>

Meeting number (access code): 2317 292 4027

Meeting password: fxZKmmi3p93

Join by phone

+1-415-655-0004 US Toll

**Proposals Are Received in the Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060**

Before 12:00 (Noon) By the Bid Opening Date

**Proposal Will Be Opened in the Cobb County Purchasing Department at 2:00 pm
122 Waddell Street NE
Marietta, GA 30060**

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL, TWO (2) COPIES & TEN (10) FLASH DRIVES OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

NAME: CDW Government LLC

ADDRESS: 230 N Milwaukee Ave, Vernon Hills, IL 60061

REPRESENTATIVE: David Hutchins

PHONE: 847-968-9782 FAX: 847.465.6800

E-MAIL david.hutchins@cdwg.com

NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.

**CONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A)**

This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, the bid will be determined non-responsive and will be disqualified.

By executing this affidavit, the undersigned contractor verifies compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

731442

EEV (E-Verify) Program Number

David C. Hutchins
BY: Authorized Officer or Agent
[Contractor Name]

David Hutchins

Printed Name

03/26/2008

EEV Program Date of Authorization

CDW Government LLC

Contractor Business Name

10/11/2022

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE 11th DAY OF October 2022 2

Notary Public Commission Expires: May 31, 2026

Effective 09-20-2013

ELIZABETH HILTS
NOTARY PUBLIC
My Commission Expires May 31, 2026



**SUBCONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A-1)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the undersigned subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on this Subcontractor Affidavit form (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

N/A

EEV (E-Verify) Program Number

EEV Program Date of Authorization

BY: Authorized Officer or Agent
[Subcontractor Name]

Subcontractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 202_

Notary Public Commission Expires: _____

Effective 09-20-2013

IMMIGRATION COMPLIANCE CERTIFICATION
(Required to be completed by Contractors and all Subcontractors)
(EXHIBIT A-2)

I certify to the Cobb County Board of Commissioners that the following employees will be assigned to:
 Cobb County/OMNIA Technology Product Solutions and Related Services

(Project Name/Description)

<u>AJ Lucci</u>	<u>Dan Gallagher</u>	<u>Heather Kohls</u>
<u>Don McCarthy</u>	<u>Keshun Morgan</u>	<u>Francie Gribble</u>
<u>Rob Sullivan</u>	<u>Anup Sreedharan</u>	<u></u>

I further certify to Cobb County, Georgia the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our contract to use the program;
- We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed.
- If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the project.
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9s are accurate.
- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States.
- If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

Sworn to by:

Employer Name & Address:

David C Hutchins
 Signature of Officer

CDW Government LLC

David Hutchins, VP Strategic Programs p

230 N Milwaukee Ave

Date 10/11/2022

Vernon Hills, IL 60061

SWORN AND SUBSCRIBED BEFORE ME
 ON THIS THE 11th DAY OF October, 2022

Notary Public
 Commission Expires: May 31, 2026



ELIZABETH HILTS
 NOTARY PUBLIC
 My Commission Expires May 31, 2026

Effective 09-20-2013

Attachment A



Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

Exhibit A
Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The Cobb County, GA (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting proposals for Technology Product Solutions and Related Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$20 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the

responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the

Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.
- B. Total number and location of salespersons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
 - a. Submit FEIN and Dunn & Bradstreet report.

- E. Describe any green or environmental initiatives or policies.
- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.
- G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:
 - a. Minority Women Business Enterprise
 - Yes No
 - If yes, list certifying agency: _____
 - b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
 - Yes No
 - If yes, list certifying agency: _____
 - c. Historically Underutilized Business (HUB)
 - Yes No
 - If yes, list certifying agency: _____
 - d. Historically Underutilized Business Zone Enterprise (HUBZone)
 - Yes No
 - If yes, list certifying agency: _____
 - e. Other recognized diversity certificate holder
 - Yes No
 - If yes, list certifying agency: _____
- H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.
- I. Describe how supplier differentiates itself from its competitors.
- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
- K. Felony Conviction Notice: Indicate if the supplier
 - a. is a publicly held corporation and this reporting requirement is not applicable;
 - b. is not owned or operated by anyone who has been convicted of a felony; or
 - c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.
- L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

- A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.
- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.
- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
 - i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days

- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners
- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

- ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive
- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
- i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts
- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
- J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

- L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”).

\$ _____ .00 in year one
\$ _____ .00 in year two
\$ _____ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

- M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier’s strategies under these options when responding to a solicitation.

Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners**”), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency’s sole discretion.

7. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “**GPO Contract**”) will make timely payments to the distributor, manufacturer or other vendor (collectively, “**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:

OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:

Signature will be provided upon contract negotiation agreement

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC

Authorized Signature

Name

Title and Agency Name

Date

Signature
Sarah E. Vavra

Name
Sr. Vice President, Public Sector Contracting

Title

Date

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

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

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

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

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES DH Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES DH Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

“Contract” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b. Key Definitions.
 - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
 - ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or

purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard.** All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. Applicability.** The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant

Program.

- c. Requirements.** If applicable, the non-federal entity must do the following:
- i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
 - iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

- c. Requirements.** If applicable, the non-federal entity must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland “Anti-Kickback” Act.

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

6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of

intelligence.

- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements*. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages*. The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any

implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

- b.** Applicability. This requirement applies to “*funding agreements*,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c.** Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a.** Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b.** Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c.** Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as

amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.
 - i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
 - ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.
 - iii. Specifically, a covered transaction includes the following contracts for goods or services:
 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required auditservices.
 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of\$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

The Contractor, CDW Government LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

David C Hutchins

Signature of Contractor's Authorized Official

David Hutchins, VP Strategic Programs

Name and Title of Contractor's Authorized Official

10/11/2022

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. Suggested Language.
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

13. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: CDW Government LLC

Address, City, State, and Zip Code:
230 N Milwaukee Ave, Vernon Hills, IL 60061

Phone Number: 847-968-9782 Fax Number: 847-465-6800

Printed Name and Title of Authorized Representative:
David Hutchins, VP Strategic Programs

Email Address: david.hutchins@CDWG.com

Signature of Authorized Representative: *David C Hutchins*

Date 10/11/2022

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: CDW Government LLC _____

Organization Address: 230 N Milwaukee Ave, Vernon Hills, IL 60061 _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
N/A	

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	David Hutchins	Title:	VP Strategic Programs
Signature:	<i>David C Hutchins</i>	Date:	10/11/2002

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of Illinois
County of Lake

ss:

I, David Hutchins residing in Lincolnshire in the County of Lake and State of Illinois of full age, being duly sworn according to law on my oath depose and say that:

I am VP Strategic Programs of the firm of CDW Government LLC

the bidder making this Proposal for the bid Technology Product Solutions and Related Services entitled and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Cobb County and OMNIA Partners relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by CDW Government LLC

Subscribed and sworn to

before me this day

David C Hutchins Signature

October 11, 2022

David Hutchins (Type or print name of affiant under signature)

Elizabeth Hilts Notary public of Connecticut

My Commission expires May 31, 2026

(Seal)



ELIZABETH HILTS NOTARY PUBLIC My Commission Expires May 31, 2026

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: CDW Government LLC
Street: 230 N Milwaukee Ave
City, State, Zip Code: Vernon Hills, IL 60061

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over \$50,000 Total Project Cost:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.
- B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

10/11/2022

Date

David C Hutchins VP Strategic Programs
Authorized Signature and Title

Certification 26158

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAR-2020** to **15-MAR-2023**

**CDW GOVERNMENT, LLC
200 N. MILWAUKEE AVENUE
VERNON HILLS IL 60061**



Elizabeth Maher Muoio

**ELIZABETH MAHER MUOIO
State Treasurer**

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 11th day of October, 2022.

(Notary Public) **ELIZABETH HILTS**
NOTARY PUBLIC
My Commission Expires May 31, 2025

My Commission expires: May 31, 2026

David C Hutchins
(Affiant)
David Hutchins, VP Strategic Programs
(Print name & title of affiant)
(Corporate Seal)

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

This link does not work. CDW•G complies with this request and have included below an image from a recently submitted OMNIA proposal. We will readily fill out the correct form when the link is fixed.

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN									
Quote Number: _____	Bidder / Offeror: _____								
PART 1: CERTIFICATION BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX. FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.									
<p>Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchasepdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.</p>									
<p>PLEASE CHECK THE APPROPRIATE BOX:</p> <p><input checked="" type="checkbox"/> I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.</p> <p style="text-align: center;">OR</p> <p><input type="checkbox"/> I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.</p>									
PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.									
EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE AN ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Name _____</td> <td style="width: 50%;">Relationship to Bidder/Offeror _____</td> </tr> <tr> <td colspan="2">Description of Activities _____</td> </tr> <tr> <td>Duration of Engagement _____</td> <td>Anticipated Cessation Date _____</td> </tr> <tr> <td>Bidder/Offeror Contact Name _____</td> <td>Contact Phone Number _____</td> </tr> </table> <p style="text-align: center;">ADD AN ADDITIONAL ACTIVITIES ENTRY</p>		Name _____	Relationship to Bidder/Offeror _____	Description of Activities _____		Duration of Engagement _____	Anticipated Cessation Date _____	Bidder/Offeror Contact Name _____	Contact Phone Number _____
Name _____	Relationship to Bidder/Offeror _____								
Description of Activities _____									
Duration of Engagement _____	Anticipated Cessation Date _____								
Bidder/Offeror Contact Name _____	Contact Phone Number _____								
<p><small>Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.</small></p>									
Full Name (Print): <u>David Hutchins</u>	Signature: <u>David C Hutchins</u>								
Title: <u>VP, Strategic Programs</u>	Date: <u>4/29/2022</u>								
<p><small>DPP Standard Forms Packet 11/2013</small></p>									

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

N.J. Department of Treasury - Division of Revenue, On-Line Inquiry



**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name:	CDW GOVERNMENT LLC
Trade Name:	
Address:	200 N MILWAUKEE AVE VERNON HILLS, IL 60061-1577
Certificate Number:	1561883
Effective Date:	May 10, 2010
Date of Issuance:	March 24, 2021

For Office Use Only:
20210324152645869

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:

https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf

for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: David Hutchins Title: VP Strategic Programs

Signature *David C Hutchins* Date 10/11/2022

Certification 26158

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of ~~15-MAR-2020~~ to ~~15-MAR-2023~~

CDW GOVERNMENT, LLC
200 N. MILWAUKEE AVENUE
VERNON HILLS IL 60061



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer

DOC #9
MACBRIDE-PRINCIPLES



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 23-6692

VENDOR/BIDDER: CDW Government LLC

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS
AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

The Vendor/Bidder has no business operations in Northern Ireland; or

OR

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

David C Hutchins

10/11/2022

Signature

Date

David Hutchins, VP Strategic Programs

Print Name and Title

Appendix C: Addendums

See following pages for our signed Addendums



**COBB COUNTY
Purchasing Department**

122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400 • fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 1

**Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department**

Date: September 19, 2022

Page 1 of 8

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- Minutes, Questions and Clarifications from Pre-Proposal Meeting held via Webex on September 14, 2022
- Sign-In Sheet(s) from Pre-Proposal Meeting
- Questions Submitted in Writing
- Attachment - Financial Ratio Evaluation Excel Spreadsheet

Receipt of addendum **MUST** be acknowledged in the submitted proposal. It is the Proposer’s ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

CDW Government LLC

Company Name

10/11/2022

Date

David C Hutchins

Signature

David Hutchins

Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.



**COBB COUNTY
Purchasing Department**

122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400 • fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 2

**Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department**

Date: September 30, 2022

Page 1 of 5

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Questions Submitted in Writing**

Receipt of addendum **MUST** be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

CDW Government LLC

Company Name

10/11/2022

Date

David C Hutchins

Signature

David Hutchins

Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.



**COBB COUNTY
Purchasing Department**

122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400 • fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 3

**Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department**

Date: October 5, 2022

Page 1 of 5

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Questions Submitted in Writing**

Receipt of addendum **MUST** be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

CDW Government LLC

Company Name

10/11/2022

Date

David C Hutchins

Signature

David Hutchins

Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

Cobb County Purchasing Department

Sealed Bid # 23-6692 Request for Proposals Technology Product Solutions and Related Services

Proposed Language for Negotiation 191

Appendix D: Exceptions

I. Introductory Comment

CDW-G's proposed edits have been driven by the nuances between manufacturers and non-manufacturer resellers of hardware and service offerings such as CDW-G.

The below clauses and associated rationale attempt to convey those challenges and the inherent risks which are potentially subject to price contemplation in resulting offers. Thank you for the opportunity to provide the below feedback and potential future discussion on the below proposals. CDW-G appreciates the partnership with the County and the opportunity to earn additional business.

II. OVERVIEW

Section – ADDITIONAL AGREEMENTS

End User License Agreement(s) or EULA(s) or Term of Service “TOS” are standard contract documents or terms or conditions governing a Participating Agency’s access to, use of, or deployment of certain software, [Cloud solutions](#), or services [the awarded vendor supplies hereunder, directly, or indirectly](#), and that a Participating Agency may be required to execute or agree to in connection with its use of the same. Participating Agencies may negotiate EULAs or TOSs with the applicable awarded vendor, [Cloud solutions provider](#), or OEM software provider/publisher and/or service provider even if this solicitation is awarded to a distributor.

III. Cobb County General Instructions for Proposers, Terms and Conditions

VII. Patent Indemnity

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is ~~not~~ the patentee, assignee or licensee.

IX.G.i Notice Requirement

Each insurance policy required by this Contract ~~shall be endorsed to state that coverage~~ shall notify Owner in the event it is ~~be~~ suspended, voided, canceled, reduced in coverage or in limits ~~except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Owner, in care of the Cobb County [insert department name and address]~~. Owner reserves the right to accept alternate notice terms and provisions provided they meet the minimum requirements under Georgia law.

XIII. Contract – CDW-G notes that the RFP did not contain a Cobb County Sample Contract. Any proposed items for negotiation are therefore reserved for post-award review.

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To the extent allowable, all information and documents hereby submitted in response to the Request for Proposal/Quote (“RFP/RFQ”) furnished by Cobb County Purchasing are the Proprietary and Confidential property of CDW Government LLC (“CDW-G”).

Cobb County Purchasing Department

Sealed Bid # 23-6692

Request for Proposals

Technology Product Solutions and Related Services

Proposed Language for Negotiation

192

XIV. Delivery Failures

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market or rebid for articles/services of comparable grade to replace the articles/services rejected or not delivered. ~~On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such an amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late.~~ Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XVII. Default

The contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of any contract term. An award may be made to the next highest rated responsive and responsible proposer, or articles specified may be purchased on the open market similar to those terminated or the County may issue a new Request for Proposal. In any event, the defaulting contractor ~~(or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor~~ shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on its proposal, unless extended in writing by the Purchasing Director, shall constitute contract default.

XXVII. Indemnification

By submitting a Proposal, the Proposer hereby agrees to indemnify, defend and hold harmless the County, its departments, employees and the Board of Commissioners from and against any and all ~~finally adjudicated~~ claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and ~~tangible personal property damage; including but not limited to intellectual property claims;~~ arising directly ~~or indirectly~~ from the submission of the Proposal hereunder, but only to the extent such claims are caused by the negligence, recklessness or intentionally wrongful conduct of the Proposer or its agents, employees, associates, subcontractors or others working at the direction of Proposer. This indemnification obligation survives beyond the submission date of the Proposal and the dissolution or, to the extent allowed by law, the bankruptcy of the Proposer.

XXVIII. Indemnification/Hold Harmless

The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. ~~The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the Work rendered pursuant to this Agreement.~~ To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County and the County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all ~~third party~~ claims, suits, actions, judgments, injuries, damages, losses, expenses, and liability of any

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To the extent allowable, all information and documents hereby submitted in response to the Request for Proposal/Quote ("RFP/RFQ") furnished by Cobb County Purchasing are the Proprietary and Confidential property of CDW Government LLC ("CDW•G").

Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The Cobb County, GA (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting proposals for Technology Product Solutions and Related Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$20 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the

responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL
RESOLUTION NO. _____

ADOPT A RESOLUTION APPROVING CONTRACT AMENDMENT 1 WITH CDW GOVERNMENT LLC, UTILIZING OMNIA PARTNERS PURCHASING AGREEMENT FOR INFORMATION TECHNOLOGY SOLUTIONS AND SERVICES FOR A NOT TO EXCEED AMOUNT OF \$1,800,000 ANNUALLY FOR A TERM EXPIRING ON APRIL 30, 2028.

WHEREAS, the City has a large computer infrastructure network that connects the various remote sites throughout the City, supported by the Innovation and Technology (IT) Department, including the Grand Theatre, Animal Shelter, Wastewater and Water Treatment Plants, the Airport, Transit Station, Community Center, etc; and

WHEREAS, the City has an existing contract with CDW Government LLC ("Vendor") for the procurement of Information Technology Solutions and Services through the OMNIA Partners cooperative purchase agreement; and

WHEREAS, the City has determined that an amendment to the contract is necessary to increase the spending authority to an amount not to exceed \$1,800,000 annually to meet the ongoing and growing technology needs of multiple City Departments, including but not limited to the Police Department, Public Works, Parks, and Innovation and Technology; and

WHEREAS, it is crucial to replace hardware, including network switches, servers and computers, at the end of its economic life and to consistently apply software updates and patches to guarantee dependable operations and maintain a robust level of cybersecurity to allow the network to function reliably and with the proper cybersecurity tools; and

WHEREAS, OMNIA Partners (OMNIA) is a contracting agency that serves education and government agencies nationally through competitively bid and award contract and purchasing solutions and the City of Tracy is an established customer with OMNIA and is authorized to make purchases using the OMNIA cooperative purchasing agreements, per Tracy Municipal Code, section 2.20.220; and

WHEREAS, staff recommends to enter into Amendment 1 of the procurement agreement with CDW Government LLC (Vendor) for the purchase of information technology solutions and services; and

WHEREAS, authorizing the use of the proposed cooperative agreement will allow the City to procure products and services in a timely manner and to take advantage of the significant discounts in this agreement, as well as create efficiencies for staff; and

WHEREAS, there is a purchasing agreement, referenced as Contract #23-6692-02 (Contract) between the Vendor and OMNIA, providing the scope of work and compensation for these services; and

WHEREAS, to ensure the City’s additional needs are addressed, staff has prepared a separate Professional Services Agreement (PSA) with the Vendor which incorporates the Contract and also stipulates the additional terms negotiated between the City and the Vendor and now staff is presenting Amendment 1 to that original contract; and

WHEREAS, the City has routinely made purchases from the Vendor, and this is a vendor in good standing; and

WHEREAS, routine technology purchases have been approved by the City Council in the 2024-2025 Fiscal Year budget and will also be a part of the budget request for Fiscal Year 2025-2026; and now therefore be it

RESOLVED: That the City Council of the City of Tracy hereby approves Contract Amendment 1 to the Professional Services Agreement with CDW Government, LLC attached as Exhibit 1, which incorporates the key terms of the OMNIA Contract, for an annual not to exceed amount of \$1,800,000 and an expiration date of April 30, 2028.

* * * * *

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 15th day of April 2025 by the following vote:

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

DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST: _____
NECY LOPEZ
Acting City Clerk and Clerk of the Council of the
City of Tracy, California

Attachment A

Amendment No. 1 To Professional Services Agreement

This Amendment No. 1 (**Amendment**) to the Professional Services Agreement entered between the City of Tracy, a municipal corporation (**City**), and CDW-Government, an Illinois LLC. (**Vendor**) dated _____ (**Agreement**) is entered into as of the date of last signature below. City and Consultant are referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

- A. The Agreement was executed pursuant to the authority granted in Resolution No. 2024-146, approved by the Tracy City Council on September 3, 2024.
- B. The Agreement had an initial term of 4 year(s) with a not to exceed annual amount of \$915,000 annually per calendar year.
- C. The term of the original Agreement expires on April 30, 2028.

Now therefore, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

- 1. **Not to Exceed Amount.** Pursuant to Section 4.1 the Agreement, the City hereby increases the not to exceed amount to \$1,800,000 per calendar year.
- 2. **Effect.** The Parties hereto ratify the Agreement and, except as expressly modified by this Amendment, all provisions of the Agreement will remain unchanged and in full force and effect.
- 3. **Entire Agreement.** This Amendment represents the entire agreement and understanding of the Parties and shall supersede any prior agreement—written or oral—between the Parties. This Amendment will not be valid and enforceable until executed by all of the Parties hereto. This Amendment may not be modified or altered except through a subsequent writing signed by both Parties.
- 4. **Severability.** If any term of this Amendment is held invalid by a court of competent jurisdiction, this 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 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. This Amendment may be executed in one or more counterparts. All counterparts so executed shall constitute one contract, binding on all Parties, even though all Parties are not signatory to the same counterpart.

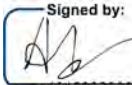
The Parties agree to the full performance of the terms set forth here.

City of Tracy – Amendment No. 1 to Agreement with CDW-Government, LLC.

City of Tracy

Consultant

By: _____
Midori Lichtwardt

By:  _____
Signed by:
Brian Fisher

Title: City Manager

Title: Director of Program Management

Date: _____

Date: 3/18/2025 | 12:55 PM PDT

Federal Tax Employer ID No. 36-3310735

Attest:

By: _____
Necy Lopez, Acting City Clerk

Approved as to form.

By: _____
Andrew Shen, Interim City Attorney

Exhibits:

- A – Professional Services Agreement
- B – Contractor Affidavit and Agreement
- C – Master Intergovernmental Cooperative Agreement, Example
- D – Scope of Work

APPROVED AS TO FORM AND LEGALITY


CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL
RESOLUTION NO. 2025-044

- (1) MAKING A DETERMINATION THAT COMPLIANCE WITH STANDARD PROCUREMENT PROCEDURES FOR CERTAIN SOFTWARE SERVICES IS NOT IN THE BEST INTERESTS OF THE CITY AND DISPENSING WITH THESE REQUIREMENTS PURSUANT TO TRACY MUNICIPAL CODE SECTION 2.20.140
- (2) APPROVING THE EXECUTION OF AN AMENDMENT TO AN EXISTING CONTRACT WITH GRANICUS LLC. ADDING SERVICES TO REDESIGN AND MODERNIZE CITY'S WEBSITE AND EXTENDING THE TERM FOR AN ADDITIONAL FOUR YEARS FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$102,400 ANNUALLY.

WHEREAS, the City of Tracy is proposing to enter into a contract amendment with Granicus, LLC. for an additional term of four years and continue its existing software license with Granicus, LLC. which will add services to redesign and modernize the City's website and continue with existing software that supports agenda management, website hosting and a newer version of the Content Management System, Channel 26 streaming and expand with closed captioning services; and

WHEREAS, staff has been using Granicus products for several years and the tools have provided great productivity for staff both in agenda management and for Channel 26; and

WHEREAS, staff recommends that it is in the best interest of the City to continue with Granicus, LLC. and not switch providers due to the market leadership that Granicus, LLC. has, as well as the proven track record with the City of Tracy; and

WHEREAS, staff recommends that the City enter into a four-year contract amendment with Granicus, LLC. and procure additional services to further improve the website and provide tools that make the website ADA accessible by January 1, 2026; and

WHEREAS, the City's existing agreement with Granicus, LLC. for the current suite of software is \$95,564 and the additional costs for the website redesign and more advanced Content Management System that enables ADA compliance will raise the not to exceed amount to \$102,400 annually, which surpasses the City Manager's signing authority; and

WHEREAS, staff is requesting that the City Council adopt a resolution approving an agreement with Granicus, LLC. for the licensing of Granicus, LLC. suite of products, pursuant to Tracy Municipal Code section 2.20.140;


WHEREAS, the contract amendment shall not exceed \$102,400 per fiscal year and extend the contract with an additional 4 years; now therefore be it

RESOLVED: That the City Council hereby determines that compliance with standard procurement procedures is not in the best interest of the City and dispense these requirements pursuant to Tracy Municipal Code Section 2.20.140; and therefore be it;

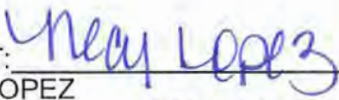
FURTHER RESOLVED: That the City Council of the City of Tracy hereby approves the execution of contract amendment 1 attached as Exhibit A with Granicus, LLC. adding services to redesign and modernize the City's website and extending the term for an additional 4 years for a total not-to exceed amount of \$102,400 annually, finding the proposed contract with Granicus is in the best interest of the City as this software provider is best suited to complete the needed improvements to the City's website, a critical public communications and safety tool, quickly under Tracy Municipal Code Section 2.20.140.

The foregoing Resolution 2025-044 was adopted by the Tracy City Council on the 4th day of March 2025 by the following vote:

AYES: COUNCIL MEMBERS: BEDOLLA, EVANS, NYGARD, ABERCROMBIE, ARRIOLA
NOES: COUNCIL MEMBERS: NONE
ABSENT: COUNCIL MEMBERS: NONE
ABSTENTION: COUNCIL MEMBERS: NONE



DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST: 

NECY LOPEZ
Acting City Clerk and Clerk of the Council of the
City of Tracy, California

Exhibits:
A. Granicus LLC. Contract Quote Amendment 1

Agenda Item 1.G

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution authorizing the purchase of one 2025 Ford Utility Police Explorer Interceptor from Phil Long Ford of Denver in the amount of \$54,120 for the Police Department.

EXECUTIVE SUMMARY

City Council's approval of this request will authorize the purchase of one (1) new Ford Police Explorer Interceptor from Phil Long Ford of Denver. This new unit will be assigned to the Tracy Police Department (TPD) and utilized by the School Resource Officer (SRO) position, in accordance with the City's professional services agreement with the Jefferson Union School District (JUSD). The recommended action will authorize purchase of the new unit at the cost of \$54,120, funded from the Police Department operational budget for fiscal year 24/25. The Jefferson School District will reimburse the City for half of this expenditure.

BACKGROUND

The Tracy Police Department (TPD) currently provides a School Resource Officer (SRO) and police vehicle to the Tracy Unified School District (TUSD). This SRO position enhances the safety of a school district by ensuring that the school grounds and the surrounding areas are monitored for criminal activity. The Ford Explorer Interceptor is the standard police unit used by the City of Tracy. In 2024, TPD entered into an agreement with the Jefferson Union School District (JUSD) to provide similar SRO services. As part of the contract, the SRO requires a vehicle to provide services at a cost sharing of 50/50 with JUSD.

ANALYSIS

On January 16, 2025, City staff requested bids from three (3) Ford dealerships to provide the required police unit. Requests were sent to Phil Long Ford of Denver, Big Valley Ford of Stockton, and Future Ford of Sacramento allowing each dealership a total of one month to respond. The only response received was from Phil Long Ford. Additionally, staff reached out to a broker at Fremont Ford, and to Tracy Ford. Their responses indicated that there were no vehicles currently available in California and the lead time for a new order was four months or longer, especially for hybrid vehicles. Staff also contacted the National Auto Fleet Group, a Sourcewell awarded contract company and qualified vendor, for a quote however the quote was \$5,000 higher than Phil Long Ford of Denver. Given these responses, the lowest responsive quote is from Phil Long Ford in the amount of \$49,995 with no tax added. Total after the City pays taxes separately will be \$54,120. They have vehicles readily available on their lot, and Staff recommend purchasing the vehicle from this vendor.

Bid Summary

To provide one (1) 2025 Ford Explorer Interceptor

Vendor	Bid/Response
Phil Long Ford	\$54,120
National Auto Fleet Group	\$58,700
Big Valley Ford	No Response
Future Ford	No Response
Tracy Ford	No Vehicles Available
Fremont Ford	No Vehicles Available

FISCAL IMPACT

The funding for the purchase of the vehicle in the amount of \$54,120 is available in the Police Operational Budget for fiscal year 24/25. The Jefferson School District will reimburse the City for half the cost of the vehicle, approximately \$27,060.

STRATEGIC PLAN

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

CEQA REVIEW

The item is categorically exempt from the California Environmental Quality Act pursuant to CEQA Guidelines sections 15061(b)(3) and 15378(b)(2) as the purchase of a police vehicle will not result in any potentially significant environmental impacts.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution authorizing the purchase of one 2025 Ford Utility Police Explorer Interceptor from Phil Long Ford of Denver in the amount of \$54,120 for the Police Department.

Prepared by: Adrian Taylor, Fleet Supervisor

Reviewed by: Gordon MacKay, Interim Public Works Director
Jim Thompson, Operations Superintendent
David Murphy, Assistant Director of Operations
Sara Castro, Director of Finance
Andrew Shen, Interim City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Arturo M. Sanchez, Assistant City Manager

Attachments:

A – Phil Long Quote



QUOTE TO: Tracy Police Department
ATTN: Capt. Octavio Lopez

QUOTE NUMBER	011025-1
QUOTE DATE	January 15, 2025
Agency PO #.	
CES PO#	
TERMS	Due on Receipt
SALES REP	Herman Sanchez
SHIPPED VIA	Driver
F.O.B.	
PREPAID or COLLECT	

PRICE AGREEMENT: T.I.P.S. (The Interlocal Purchasing System) #240901

2025 Ford Police Explorer Interceptor Non Eco-Boost Exterior: Agate Black

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Ford Utility Interceptor, Mid Size, four Door, AWD Police Pursuit Rated (Incl. Dark Car Feature, Driver Side/ Passenger Side Spotlight, Backup Camera, Police Engine Idle, Global Unlock, Reverse Sensing, Keyless Entry, 1284X Keyed Alike, Rear Door Handle/Locks Inopr, Hidden Plunge w/rear Handle Inopr)	49,610.00	\$49,610.00
1	Available Government Discount	(1,895.00)	(\$1,895.00)
1	Transport To: 1000 Civic Center Dr. Tracy, CA 95376	2,280.00	\$2,280.00

Additional Information:

49,995.00

Proposal valid for 30 Days

\$49,995.00

DIRECT ALL INQUIRIES TO:

Herman Sanchez

(505) 250-9388

email: hsanchez@phillong.com

Phil Long Ford of Denver

7887 W. Tufts Ave.

Denver, CO 80123

Total

AMOUNT

THANK YOU FOR YOUR BUSINESS!

TRACY CITY COUNCIL

RESOLUTION NO. _____

AUTHORIZING THE PURCHASE OF ONE 2025 FORD UTILITY POLICE EXPLORER INTERCEPTOR FROM PHIL LONG FORD OF DENVER IN THE AMOUNT OF \$54,120 FOR THE POLICE DEPARTMENT.

WHEREAS, the Tracy Police Department has provided a School Resource Officer (SRO) to the Tracy Unified School District and has shared the funding for each, which, enhances the safety of a school district by ensuring that the school grounds and the surrounding areas are safe from criminal activity; and

WHEREAS, the division is addressing a need to expand the fleet to meet the need of Jefferson School District's need for an SRO; and

WHEREAS, the Ford Explorer is needed to ensure that the Tracy Police Department can continue to provide services to Jefferson School District and this vehicle provides the ability to deliver personnel to the school sites throughout the City; and

WHEREAS, the Jefferson School District will reimburse the City for half the cost of the vehicle, approximately \$27,060; and

WHEREAS, on January 16, 2025, City staff requested bids from three (3) Ford dealerships; Phil Long Ford, Big Valley Ford, and Future Ford of Sacramento allowing each dealership a total of one month to respond; and

WHEREAS, Phil Long Ford submitted a quote, while Big Valley Ford indicated they would provide a quote but have yet to do so and Future Ford of Sacramento failed to respond altogether; and

WHEREAS, additionally, staff reached out to a broker at Fremont Ford, and to Tracy Ford. Their responses indicated that there were no vehicles currently available in California and the lead time for a new order was four months or longer, especially for hybrid vehicles; and

WHEREAS, staff also contacted the National Auto Fleet Group, a Sourcwell awarded contract company and qualified vendor, for a quote however the quote was \$5,000 higher than Phil Long Ford of Denver; and

WHEREAS, given these responses the City is moving forward with the quote from Phil Long Ford, which amounts to \$54,120, as they have vehicles readily available on their lot, and is proposing the purchase of this vehicle from this vendor; and

WHEREAS, below is a list of equipment that will be purchased.

Description	Vendor	Cost	Public Bidding Procedure
2025 Ford Explorer Interceptor	Phil Long Ford of Denver	\$54,120	Competitive Bidding

; and

WHEREAS, the lowest responsive quote is from Phil Long Ford in the amount of \$49,995 with no tax added and after the City pays taxes separately will be \$54,120; and

WHEREAS, the funding for the purchase of the vehicle in the amount of \$54,120 is available in the Police Operational Budget for fiscal year 24/25; and, now therefore, be it

RESOLVED: That the City Council of the City of Tracy adopt a resolution authorizing the purchase of one 2025 Ford Explorer Interceptor from Phil Long Ford of Denver in the amount of \$54,120 for the Police Department.

* * * * *

The foregoing Resolution 2025-____ was adopted by the Tracy City Council on 15th day of April, 2025, by the following vote:

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

DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST: _____
 NECY LOPEZ
 Acting City Clerk and Clerk of the Council of the
 City of Tracy, California

Agenda Item 1.H

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution: (1) approving a General Services Agreement with R.E. Schultz Construction, Inc., for the removal and replacement of poured-in-place playground surfacing at William Adams Park for a not-to-exceed amount of \$141,229, and (2) appropriating \$98,000 from the General Fund (Fund 101) and \$20,000 from the Tracy Consolidated Landscape District Zone 15 (Fund 271)

EXECUTIVE SUMMARY

This item is to consider authorizing a General Services Agreement with R.E. Schultz Construction, Inc. (Contractor) for the removal and replacement of poured-in-place playground surfacing at William Adams Park (Project). The playground surfacing within the toddler (ages 2-5) and youth (ages 5-12) play areas has degraded over time and replacement is recommended to keep the playground safe and code compliant.

William Adams Park is located within the City's Consolidated Landscape Maintenance District, specifically Zone 15. Zone 15 is considered an underfunded zone and does not have sufficient reserves to cover the necessary work to keep the playground in safe and operable condition. To move forward, staff is recommending using \$20,000 from Zone 15's available funds, with the remaining \$98,000 coming from a one-time appropriation from the general fund budget, with the remaining \$23,229 funded from the Parks, Recreation, and Community Services, Park Maintenance existing budget.

The Parks, Recreation, and Community Services Department has prioritized playground safety as a key component of its maintenance and capital improvement strategy. Over the last decade, the City has invested over \$300,000 in playground surfacing materials (i.e. Installation of engineered wood fiber) to ensure the safety of these spaces. In addition, the Department has strategically been replacing playgrounds and safety surfacing across multiple neighborhoods through additional capital improvements, including at William Larsen Park, Lester Huck Park, Larry Sullivan Park, Alden Park, and Ken Yasui Park over the last six to seven years. In 2019, similar improvements were completed at Veteran's Park, where poured-in-place surfacing was completely replaced due to safety concerns. This Project at William Adams Park is a continuation of these efforts to ensure safe and accessible play spaces across the City.

The proposed General Services Agreement is a not-to-exceed in the amount of \$141,229, which includes a 10% project contingency.

BACKGROUND AND LEGISLATIVE HISTORY

The Parks, Recreation, and Community Services Department (Department) manages the maintenance of approximately 85 parks, including 95 playgrounds with various types of safety surfacing. These surfaces include poured-in-place (PIP), engineered wood fiber (EWF), synthetic turf, and sand, each with unique maintenance requirements and expected lifespans. To ensure continued compliance with playground safety standards, the Department conducts routine inspections and maintenance of these surfaces.

In accordance with the Tracy Municipal Code, Article 4, Section 2.20.180, staff issued a Notice Inviting Bids (Notice) on January 22, 2025, for the removal and replacement of the poured-in-place playground surfacing at William Adams Park. The Notice was posted on the City's website, and one bid was received by the February 19, 2025, deadline with the following results:

Contractor	Bid
R.E. Schultz Construction, Inc.	\$128,839

ANALYSIS

Playgrounds serve as vital community spaces that provide children with opportunities for physical activity, social engagement, and recreation. Maintaining safe and compliant playground surfacing is essential to reducing the risk of injury from falls. The playground surfacing at William Adams Park has reached the end of its expected lifespan and requires replacement to remain in compliance with the American Society for Testing and Materials (ASTM) safety standards.

William Adams Park features two playgrounds designed for different age groups: one for children ages 2-5 and another for children ages 5-12. A recent inspection identified areas of wear, surface degradation, and unevenness. Staff has been applying temporary patching to the surface to keep it in compliance with safety standards and the playground remains open for use. However, patching the surface can only extend the safety and use of the playground area for a limited duration, and degradation of the material and the safety of the equipment continues at a rate such that if it is not replaced closure of the park amenity will be the only option. Staff recommends full replacement of the surfacing to ensure continued compliance with safety standards and to proactively prevent any future issues that could require closure.

As part of the City's broader commitment to equity in parks and recreation services, the Department has systematically addressed playground safety improvements Citywide. Over the last decade, operational expenses related to maintaining safe playground surfacing exceeds \$300,000. Additionally, the following capital improvement projects were completed in the past six to seven years to address aging playground equipment, surfacing, ADA accessibility, and other related improvements:

- CIP 78149 – Larry Sullivan & Lester Huck Playground Renovations
- CIP 78157 – William Larsen Park Playground Renovation
- CIP 78173 – Alden & Ken Yasui Playground Renovations

Furthermore, the Veteran's Park playground poured-in-place surfacing was completely replaced in 2019 due to safety concerns. The investment in William Adams Park aligns with prior playground rehabilitation and replacement projects to ensure all communities have access to safe and accessible play environments.

The Department continues to perform routine assessments across all playgrounds to ensure safety, cleanliness, and compliance with relevant standards. For example, a recent proactive inspection at Lincoln Park identified minor maintenance needs such as pressure washing and replacement of frayed climbing ropes. These types of assessments help inform scheduled

maintenance and repairs within the Department's available resources.

Staff is recommending approval of an agreement with R.E. Schultz Construction, Inc. for a not-to-exceed amount of \$141,229, which includes a 10% contingency to account for any unforeseen conditions during the project. This agreement will ensure proper removal and replacement of the playground surfacing with materials that meet all required impact attenuation standards.

The installation of the PIP surfacing is weather-dependent, as specific environmental conditions must be met to comply with the manufacturer's warranty. The project is anticipated to begin in mid-May 2025 and be completed by mid-June 2025.

FISCAL IMPACT

Staff is recommending a hybrid funding approach, utilizing half of the Zone 15 reserves, approximately \$ 20,000, and the remaining balance, \$98,000 coming from a one-time use of the General Fund budget with the remaining \$23,229 funded from the Parks, Recreation, and Community Services, Park Maintenance existing budget. This funding approach is consistent with the City's past investment strategies for maintaining playground safety and accessibility across all neighborhoods.

COORDINATION

This report was prepared by the Parks, Recreation and Community Services Department in coordination with the Finance Department.

CEQA DETERMINATION

This item is exempt from review under the California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000, et seq.) and CEQA Guidelines (14 California Code of Regulations §§ 15000, et seq.) because it qualifies for a Class 2 Categorical Exemption (CEQA Guidelines §15302). The project consists of the removal and replacement of existing playground surfacing with a materially similar product, with no expansion of use, and therefore does not have the potential to cause a significant impact on the environment.

Additionally, the project is exempt under the "Common Sense" Exemption (CEQA Guidelines §15061(b)(3)), as it can be seen with certainty that there is no possibility of a significant effect on the environment.

STRATEGIC PLAN

This agenda item is consistent with the City Council's adopted Public Safety and Quality of Life strategies.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution: (1) approving a General Services Agreement with R.E. Schultz Construction, Inc., for the removal and replacement of poured-in-place playground surfacing at William Adams Park for a not-to-exceed amount of \$141,229, and

(2) appropriating \$98,000 from the General Fund (Fund 101) and \$20,000 from the Tracy Consolidated Landscape District Zone 15 (Fund 271).

Prepared by: Nilo Velazquez, Management Analyst II

Reviewed by: Richard Joaquin, Assistant Director of Parks, Recreation, and Community Services
Brian MacDonald, Director of Parks, Recreation, and Community Services
Sara Castro, Director of Finance
Andrew Shen, Interim City Attorney
Arturo Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

Attachments:

Attachment A: General Services Agreement – R.E. Shultz Construction, Inc.

**CITY OF TRACY
GENERAL SERVICES AGREEMENT**

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

Recitals

A. City desires to retain Contractor to provide services to remove and replace poured-in-place playground surfaces at William Adams Park; and

B. Pursuant to Tracy Municipal Code 2.20.180, on January 22, 2025, the City issued a Notice Inviting Bids (Notice) to remove and replace poured-in-place playground surfacing at William Adams Park (**Project**). On February 19, 2025, Contractor was the sole entity that submitted its proposal for the Project to the City. City has determined that Contractor possesses the 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. 2025-____ approved by Tracy City Council on April 15, 2025.

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

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

3. Compensation. City shall pay Contractor a lump sum amount at the completion and satisfactory inspection of the City at the rate 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 \$141,229. 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 invoices to the City at the completion of the Project 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:

City of Tracy
Attn: Parks, Recreation and Community
Services Department
333 Civic Center Plaza
Tracy, CA 95376

To Contractor:

R.E. Schultz Construction, Inc.
1767 North Batavia St.
Orange, CA 92865

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, a Municipal Corporation

By: Dan Arriola
Title: Mayor
Date: _____


Attest:

Necy Lopez, Acting City Clerk

Approved as to form:

Andrew Shen, Interim City Attorney

**R.E. Schultz Construction, Inc., a California
Stock Corporation**



By: Richard Schultz
Title: CEO and CFO
Date: 3/13/25

Federal Employer Tax ID No. 32-0465469

[Note: Depending on type of entity, more than one signature may be required. See Instructions for Agreements §§A.5.c and C.2.b.]

By: _____
Title: _____
Date: _____

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

Point of Contact: Richard Schultz, (714) 649-2627

Timeline: The City will issue a task order to the Contractor when the environmental conditions are conducive for this Project (see below; Part 7 – Project Site / Conditions). Upon receipt of task order, the Contractor has 5 business days to submit a timeline acceptable to the City. The Project shall be completed by June 13, 2025.

Scope of Work:

All labor, equipment, and materials necessary to remove approximately 4,755 square feet existing poured-in-place rubber playground safety surfacing.

Prepare existing concrete base, and install new poured-in-place rubber playground safety surfacing at William Adams Park in the 2-5 age and 5-12 age specific playground areas to thicknesses required to attenuate falls per ASTM Standards F1487-21 to the thicknesses relative to the adjacent fall heights:

Fall Height	Inches of Poured-in-Place
5ft	1.5"
6ft	2"
7ft	2.5"
8ft	3"
10ft	3.75"
12ft	4.5"

SPECIFICATIONS

PART 1: SUMMARY

- A. Secure site with proper fencing and signage informing the public the area is not accessible and to protect public from hazards, existing or produced during the project, for the duration of the project.
- B. Maintain access around project site or re-direct pedestrian traffic with the least impact to public.
- C. Protect in place existing play equipment, adjacent surfaces and amenities, existing landscaping, and access route(s) from street to project area.
- D. Demolish and remove existing poured-in-place rubber surfacing (PIP) and dispose of legally.
- E. Provide and install approximately 4,755 sq ft PIP per manufacturer specifications and City of Tracy Parks and Streetscape Standard Plans Detail D 6.1.
- F. Install over existing concrete base.
- G. Color to be beige.

PART 2: REFERENCES

- A. American Society for Testing and Materials (ASTM):
 1. ASTM D412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers-Tension.
 2. ASTM D624 Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers.
 3. ASTM D2047 Standard Test Method for Static Coefficient of Friction of Polish-Coated Floor Surfaces as Measured by the James Machine.

4. ASTM D2859 Standard Test Method for Flammability of Finished Textile Floor Covering Materials.
5. ASTM E303 Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester.
6. ASTM F1292 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment.
7. ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.

PART 3: SYSTEM DESCRIPTION

- A. Performance Requirements: Provide a 2-layer rubber-urethane playground surfacing system which has been designed, manufactured and installed to meet the following criteria:
 1. Shock Attenuation (ASTM F1292):
 - a. Gmax: Less than 200.
 - b. Head Injury Criteria: Less than 1,000.
 2. Flammability (ASTM D2859): Pass.
 3. Tensile Strength (ASTM D412): 60 psi (413 kPa).
 4. Tear Resistance (ASTM D624): 140%.
 5. Water Permeability: 0.4 gal/yd²/second.
 6. Accessibility: Comply with requirements of ASTM F1951.

PART 4: SUBMITTALS

- A. General: Submit listed submittals with bid documents on or before Bid Opening deadline.
- B. Product Data: Submit manufacturer's product data and installation instructions.
- C. Verification Samples: Submit manufacturer's standard verification samples of 6" x 6" minimum.
- D. Quality Assurance/Control Submittals: Submit the following:
 - Certificate of qualifications of the playground surfacing installer.
- D. Closeout Submittals: Submit the following:
 - Warranty documents of manufacturer, materials, installing contractor and sub-contractors, if any.

PART 5: QUALITY ASSURANCE

- A. Qualifications: Utilize an installer approved and trained by the manufacturer of the playground surfacing system or a direct employee of the manufacturer's installation division, having experience with other projects of the scope and scale of the work described in this Notice.
- B. Certifications: Certification by manufacturer that installer is an approved applicator of the playground surfacing system.
- C. International Play Equipment Manufacturers Association (IPEMA) certified.

PART 6: DELIVERY, STORAGE & HANDLING

- A. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- B. Storage and Protection: Store materials protected from exposure to harmful environmental conditions and at a minimum temperature of 40 degrees F (4 degrees C) and a maximum temperature of 90 degrees F (32 degrees C).

PART 7: PROJECT/SITE CONDITIONS

- A. Environmental Requirements: Install surfacing system when minimum ambient temperature is 40 degrees F (4 degrees C) and maximum ambient temperature is 95 degrees F (35 degrees C). Exception to the temperature requirements can be made by the manufacturer of the surfacing system. Do not install in steady or heavy rain.

PART 9: PRODUCT SUBSTITUTIONS

- A. No substitutions of approved submittals.

PART 10: MIXES

- A. As required per manufacturer instructions:

PART 11: EXECUTION

- A. Install in strict adherence to the manufacturer's instructions and recommendations.

EXHIBIT B - Compensation

Cost breakdown for each age specific playground area, 2-5 age specific and 5-12 age specific.

2-5 Age Specific Playground Area

- Cost of removal of existing poured-in-place: \$10,100
- Cost if installation of new poured-in-place: \$18,750
- Total Cost of Project: \$28,850

5-12 Age Specific Playground Area

- Cost of removal of existing poured-in-place: \$19,790
- Cost if installation of new poured-in-place: \$79,750
- Total Cost of Project: \$99,540

Project Contingency (10%): \$12,839

Total Project Not-to Exceed: \$141,229

TRACY CITY COUNCIL

RESOLUTION NO. _____

(1) APPROVING AN AGREEMENT WITH R.E. SCHULTZ CONSTRUCTION, INC. FOR THE REMOVAL AND REPLACEMENT OF POURED-IN-PLACE PLAYGROUND SURFACING AT WILLIAM ADAMS PARK FOR A NOT-TO-EXCEED AMOUNT OF \$141,229; AND

(2) APPROPRIATING \$98,000 FROM THE GENERAL FUND (FUND 101) AND \$20,000 FROM THE TRACY CONSOLIDATED LANDSCAPE DISTRICT ZONE 15 (FUND 271)

WHEREAS, the Parks, Recreation, and Community Services Department (Department) is responsible for maintaining approximately 85 parks, including 95 playgrounds with various types of safety surfacing, such as poured-in-place (PIP), engineered wood fiber (EWF), synthetic turf, and sand; and

WHEREAS, different playground surface types require varying levels of maintenance to comply with playground fall impact attenuation standards; and

WHEREAS, William Adams Park, located within the City's Consolidated Landscape Maintenance District, specifically Zone 15, contains playground surfacing that has degraded over time and requires replacement to maintain safety and compliance with the American Society for Testing and Materials (ASTM) safety standards; and

WHEREAS, Zone 15 is considered an underfunded zone and does not have sufficient reserves to fully cover the cost of necessary work to keep the playground in safe and operable condition; and

WHEREAS, staff recommends a hybrid funding approach, utilizing half of the Zone 15 reserves, approximately \$20,000, and the remaining balance, \$98,000 coming from a one-time use of the General Fund budget with the remaining \$23,229 funded from the Parks, Recreation, and Community Services, Park Maintenance existing budget.

WHEREAS, pursuant to the Tracy Municipal Code, Article 4, Section 2.20.180, a Notice Inviting Bids was issued on January 22, 2025, for the removal and replacement of poured-in-place playground surfacing at William Adams Park (Services), and the Notice was posted on the City's website; and

WHEREAS, one bid was received by the February 19, 2025, deadline, with R.E. Schultz Construction, Inc. submitting a bid of \$128,839; and

WHEREAS, staff recommends awarding the contract to R.E. Schultz Construction, Inc. (Contractor) for a not-to-exceed amount of \$141,229, which includes a 10% project contingency to address unforeseen conditions during the project; and

WHEREAS, the project is anticipated to commence in mid-May 2025 and be completed by mid-June 2025, with installation of the PIP surfacing subject to weather conditions to comply with the manufacturer’s warranty; and

WHEREAS, the project is exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15302 (Class 2 Categorical Exemption) for the replacement of existing facilities with no expansion of use, and Section 15061(b)(3) (Common Sense Exemption), as there is no possibility of a significant impact on the environment; and

WHEREAS, the City seeks to enter into the Agreement with Contractor.

NOW, THEREFORE, be it resolved as follows:

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

RESOLVED: The City Council hereby approves the Agreement with the Contractor for the Services in an amount not to exceed \$141,229 and authorizes the City Manager to allocate a one-time appropriation of \$98,000 from the General Fund; and be it

FURTHER RESOLVED: After review and approval by the City Attorney’s Office, the City authorizes the execution of the Agreement and authorizes any and all actions that may be necessary or advisable to effectuate the purposes of this Resolution.

The foregoing Resolution 2025- was adopted by the Tracy City Council on April 15, 2025, by the following vote:

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

DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST: _____
NECY LOPEZ
Acting City Clerk and Clerk of the Council
of the City of Tracy, California

Agenda Item 1.1

RECOMMENDATION

Staff recommends that the City Council adopt a resolution (1) approving the Offsite Improvement Agreement between the City and Prologis, L.P. for offsite improvements on Promontory Parkway, (2) authorizing the City Clerk to accept land dedications, and (3) authorizing the City Clerk to file the conveyance documents with the San Joaquin County Recorder.

EXECUTIVE SUMMARY

This agenda item seeks approval of an Offsite Improvement Agreement (OIA) for the construction of offsite improvements by Prologis, L.P. (Developer) (see Attachment A). Construction of these improvements is a Condition of Approval for IPC Building 28 (COAs) within the Cordes Ranch Specific Plan. The offsite improvements include construction of roadway, utility, and other associated improvements on Promontory Parkway Extension. See Attachment B for Vicinity Map.

Staff is also seeking acceptance of various land dedications from the Developer, which are necessary to accommodate the improvements required under the OIA and COAs. All dedications are being made by Kashmir Takhar, a single woman, Primitivo Garcia-Rodriguez, and Sofia Garcia, Trustees of the Garcia Revocable Trust, dated December 20, 2013, and Ronnoco Properties of Tracy, L.P. (collectively Grantors). See Attachment C and Attachment D for land conveyance documents.

BACKGROUND AND LEGISLATIVE HISTORY

On September 17, 2013, the City and Developer entered into a Development Agreement (DA) for the Cordes Ranch Specific Plan (CRSP). On December 20, 2013, the DA was recorded with San Joaquin County. On May 17, 2016, the City adopted the CRSP.

On July 14, 2021, Planning Commission approved Tentative Subdivision Map Application (TSM19-0002) for Tract 4103 - International Park of Commerce Tentative Subdivision Map by Planning Commission Resolution No. 2021-012 (Tentative Map).

Since the approval of the DA and CRSP, Developer has been submitting, and the City has been approving, various buildings by Development Review Permits (DRPs) via Title 10 of the municipal code.

The DRP for IPC Building 28 (D22-0002) (Project) was approved by the Development Services Director on March 5, 2024, along with the COAs. The COAs for the Project require the Developer, amongst other things, to construct the roadway and utility improvements on Promontory Parkway Extension (Improvements). Said Improvements are the subject of the OIA. The COAs for the Project also require the Developer to make various land dedications for public right-of-way (ROW) and Public Utility Easement (PUE) purposes, as applicable for all improvements.

ANALYSIS

Pursuant to the Tracy Municipal Code Section 12.36.020, Developer is required to execute the OIA and to post necessary security to guarantee completion of the Improvements. The OIA is a legally binding mechanism guaranteeing Developer's construction of the off-site Improvements. The Improvement Plans and OIA are on file with the City Engineer under Tracking No. ENG21-0028. Developer has executed the OIA and submitted the required security to guarantee the completion of the Improvements.

This agenda item is also to accept land dedications by the Grantors. While Developer was obligated to dedicate land for ROW and PUE purposes (pursuant to Condition C.10.2), it did not own the land now being offered by the Grantors. In this case, by mutual agreement between Developer and Grantors, Developer is obligated by the OIA to construct all public Improvements, and the Grantors are dedicating the required land for ROW and PUE purposes. The City should now accept the land conveyances from the Grantors so the Developer can begin construction. With acceptance and the OIA, Developer is fully obligated to complete improvements on the dedicated land.

Staff has confirmed that all plats, legal descriptions, and executed conveyance documents submitted by Grantors are complete and are technically correct. Grantors are agreeable to make the dedications without cost to the City.

Upon completion of the improvements, staff will present the improvements to City Council for acceptance and maintenance.

FISCAL IMPACT

There will be no fiscal impact associated with this action. Developer will pay for the cost of processing the agreement, construction, and inspection.

Developer will receive transportation impact fee credits and reimbursement that total \$3,854,116 based on the City's Transportation Master Plan and subject to Title 13 of the Tracy Municipal Code.

PUBLIC OUTREACH/ INTEREST

Not applicable

COORDINATION

Not applicable.

CEQA DETERMINATION

The Project is within the scope of the development program evaluated in the certified Cordes Ranch Specific Plan Environmental Impact Report (CRSP EIR) and is consistent with the land use designations and development densities and intensities assigned to the proposed Project sites by the Cordes Ranch Specific Plan zoning. Cumulative and offsite impacts associated with development of the proposed Project, as proposed, were fully addressed in the CRSP EIR

SCH# 2011122015). Since the proposed Project is within the scope of the development program evaluated in the CRSP EIR and no subsequent EIR is required pursuant to Section 15162 of the California Environmental Quality Act (CEQA) Guidelines, under Section 15168(c) of the CEQA Guidelines, no further environmental review is required for the Project.

STRATEGIC PLAN

This agenda item is consistent with the Council approved Economic Development Strategy to ensure physical infrastructure necessary for development.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution (1) approving the Offsite Improvement Agreement between the City and Prologis, L.P. for offsite improvements on Promontory Parkway, (2) authorizing the City Clerk to accept land dedications, and (3) authorizing the City Clerk to file the conveyance documents with the San Joaquin County Recorder.

Prepared by: Al Gali, Associate Engineer
Majeed Mohamed, Associate Engineer

Reviewed by: Sara Castro, Finance Director
Matthew Summers, Interim Assistant City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Arturo M. Sanchez, Assistant City Manager

ATTACHMENTS:

Attachment A - Offsite Improvement Agreement
Attachment B - Vicinity Map
Attachment C - Promontory Parkway ROW Dedication
Attachment D - Promontory Parkway PUE Dedication

**CITY OF TRACY
OFFSITE IMPROVEMENT AGREEMENT
FOR INTERNATIONAL PARK OF COMMERCE (IPC)
PROMONTORY PARKWAY EXTENSION**

This **OFFSITE IMPROVEMENT AGREEMENT FOR INTERNATIONAL PARK OF COMMERCE (IPC)) – STREET IMPROVEMENTS ON PROMONTORY PARKWAY EXTENSION**, (“**Agreement**”) is made and entered into by and between the **CITY OF TRACY**, a municipal corporation (“**City**”) and **PROLOGIS, L. P.**, a Delaware limited partnership (referred to as “**Developer**”).

RECITALS

- A. Developer is the legal owner of approximately one thousand two hundred and forty-two (1,242) acres of real property within the Cordes Ranch Specific Plan Area, which consists of approximately one thousand seven hundred and eighty (1,780) acres (“**Specific Plan Area**”). The Cordes Ranch Specific Plan (“**Specific Plan**”) is intended to create a state-of-the-art commerce and business park within the Specific Plan Area by establishing land use, zoning and development standards and regulations to provide for the phased development of approximately thirty-one (31) million square feet of general commercial, general office and business park industrial uses, related on- and off-site infrastructure, and passive and active use open space areas, trails, joint use park/detention facilities, and other related improvements, as described more fully therein (“**Project**”).
- B. On September 3, 2013, the Tracy City Council (“**City Council**”) adopted the Specific Plan and approved related land use entitlements to enable the Project to proceed. In connection therewith, the City Council approved that certain *Development Agreement by and Between the City of Tracy and Prologis, L.P.* (“**Development Agreement**”).
- C. The Development Review Application (D22-0002) (the “**Application**”) (the “IPC Building 28 Application”) for the construction of concrete curb and gutter, sidewalk, accessible ramps, driveways, water and sewer lines, storm drain systems, catch basins, fire hydrants, landscape with automatic irrigation, streetlights, traffic signals, signing and striping, joint trench and associated improvements between the curb and the street right-of-way on Promontory Parkway Extension (collectively, the “**Work**”), as approved by the Development Services Director on March 05, 2024, is on file with the City Engineer, and is incorporated herein by reference. The approval of the Application was subject to specific conditions of approval (hereinafter “**Conditions of Approval**”), attached hereto as Exhibit “A”, and incorporated by reference.
- D. In accordance with the Development Agreement, Specific Plan and Conditions of Approval, Developer has submitted, and the City Engineer has approved, those certain improvement plans and specifications relating to the construction to the Work. The Work is described more fully in thirty-six (36) sheets of improvement plans (Civil Plans include nineteen (19) sheets titled as “International Park of Commerce – Street Improvement Plans for Promontory Parkway Extension” prepared by Kier & Wright Civil Engineers & Surveyors, Inc. of Livermore, California; Street Light Plans titled as “Electrolier Site Plan” include five (5) sheets prepared by Vizion Utility Partners of Pleasanton, California; Traffic Signal & Signing and Striping Plans titled as “International Park of Commerce Promontory Extension Interim Traffic Signal Plans for the Intersection of Promontory

Parkway & Lammers Road” include seven (7) sheets prepared by TJKM of Pleasanton, California; and Photometric Site Plan include (5) five sheets prepared by Vizion Utility Partners of Pleasanton, California, (**ENG21-0028**), signed by the City Engineer on November 21, 2022. The Plans and Specifications are on file with the City Engineer and are incorporated herein by reference. The Work will be performed on the real property shown and more particularly described in Exhibit “B” hereto (the “**Property**”).

- E. Since the Work, as described above and in the Plans and Specifications, has not been completed, Developer has requested to execute this Agreement as authorized by Government Code Section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. SCOPE OF WORK. Developer shall perform, or cause to be performed, the Work in the manner and as described in the Plans and Specifications, to the satisfaction of the City Engineer, pursuant to this Agreement and, as applicable, Section 4 of the Development Agreement. The Work shall be performed, and all materials and labor shall be provided, at Developer’s expense, in the manner described in the Plans and Specifications, subject to the applicable fee reconciliation provisions set forth in Section 6 of the Development Agreement. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer, such approval not to be unreasonably withheld. Developer may submit a written request to the City Engineer for a change in the scope of the Work, as required by Tracy Municipal Code Section 12.36.060(f). To the extent applicable, all of the Work shall be performed by the Developer in accordance with the requirements of the State prevailing wage laws.
2. DEVELOPER’S AUTHORIZED REPRESENTATIVE. At all times during the progress of the Work, Developer shall have a competent foreman or superintendent (“**Authorized Representative**”) on site with authority to act on Developer’s behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. Exhibit “C” attached hereto includes the initial contact information referenced herein.
3. LOCATION OF PERFORMANCE. Developer shall perform the Work at the locations and grades shown on the Plans and Specifications or as otherwise approved by the City Engineer. Subject to the applicable provisions of Section 3.8 of the Development Agreement, in the event and to the extent required for the Work, Developer shall acquire all easements and/or rights-of-way necessary for the performance of the Work, at Developer’s expense, subject to applicable fee reconciliation provisions set forth in Section 6 of the Development Agreement.
4. IMPROVEMENT SECURITY. Concurrently with the execution of this Agreement, and prior to the commencement of any Work, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act (including Government Code Sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the following amounts:

- 4.1. Faithful Performance security in the amount of **\$ 5,743,928** to secure faithful performance of this Agreement (until the day following the date upon which the City Council accepts the Work as complete).
- 4.2. Labor and Material security in the amount of **\$ 5,743,928** to secure payment by Developer to laborers and materialmen (until the day following the date upon which any and all claims in connection with the Work are required to be made by laborers and materialmen in accordance with applicable laws).
- 4.3. Warranty security in the amount of **\$ 574,392.80** to guarantee improvements against any defective work or labor done or defective materials used in the performance of Work (from the day following the date upon which the City Council accepts the Work as complete through and including the same date in the following year).
5. IRREVOCABLE OFFER OF DEDICATION. Concurrently with the execution of this Agreement, Developer shall execute the Irrevocable Offer of Dedication (IOD) in the form attached hereto as Exhibit D. At Developer's expense, Developer shall also remove or insure over, as requested by City, any encumbrances City deems, in its discretion, to conflict with the City's intended ownership and use of the facilities as set forth in Tracy Municipal Code section 12.32.040. Developer acknowledges and agrees that City's acceptance of final improvements and release of Improvemnet securities pursuant to Section 4 is contingent upon elimination of these encumbrances by the Developer.
6. INSURANCE. Concurrently with the execution of this Agreement, and prior to the commencement of any Work, Developer shall furnish evidence to City that all of the following insurance requirements have been satisfied by the Developer or its general contractor responsible for the Work. The insurance coverage requirements below can also be covered by umbrella policies if approved by the City.
 - 6.1. General. Developer shall, throughout the duration of this Agreement, maintain or cause to be maintained insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services for the Work covered by this Agreement at the minimum levels set forth herein.
 - 6.2. Commercial General Liability. Developer shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. Developer's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.
 - 6.3. Automobile Liability. Developer shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01,

- 6.3.1 If Developer has no employees, or does not own automobiles, then “hired autos” and “non-owned autos” coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.
- 6.4. Workers’ Compensation. Developer shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance with limits of at least one million dollars (\$1,000,000). Developer shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.
- 6.5. Professional Liability. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.
- 6.6. Notice of Cancellation. Developer shall obtain endorsements to all insurance policies by which each insurer is required to provide thirty (30) days’ prior written notice to City should the policy be 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.
- 6.7. Authorized Insurers. All insurance companies providing coverage to Developer 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.
- 6.8. Insurance Certificate. Developer shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form reasonably satisfactory to the City Attorney.
- 6.9. Substitute Certificates. No later than five (5) calendar days prior to the policy expiration date of any insurance policy required by this Agreement, Developer shall provide City with a substitute certificate of insurance.
- 6.10. Developer’s Obligation. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any of its obligations hereunder (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary or desirable.
7. PERMITS, LICENSES AND COMPLIANCE WITH LAW. Developer shall, at its expense, obtain and maintain all necessary permits, approvals and licenses for performance of the Work, subject to City’s cooperation pursuant to the applicable provisions of Sections 3.4 and 3.5 of the Development Agreement. In its performance of the Work, Developer shall comply with all applicable local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

8. TIME OF PERFORMANCE. Time is of the essence in the performance of the Work, and Developer and the City shall with diligence and in good faith adhere to the timing requirements set forth herein unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to City, in writing, no later than ten (10) days after the start of the condition that purportedly caused the delay, and not later than the date on which performance is due.
 - 8.1. Commencement of Work. The Work shall begin within 60 days after the Effective Date of the Agreement. No later than fifteen (15) days prior to the commencement of such Work, Developer shall provide written notice to the City Engineer of the date on which Developer intends to commence Work. To the extent required, Developer shall not commence Work until after the notice required by this section is properly provided, and Developer shall not commence Work prior to the date specified in the written notice. Failure to provide said notice shall not relieve Developer's obligation to commence Work within 60 days after the Effective Date of the Agreement and failure to do so shall be deemed a material breach hereunder.
 - 8.2. Schedule of Work. Concurrently with the written notice of commencement of Work, Developer shall provide City with a written schedule of Work that is acceptable to the City Engineer in its reasonable discretion, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.
 - 8.3. Completion of Work. Developer shall complete all Work by the earlier of (A) no later than three hundred sixty-five (365) calendar days after Developer's submittal of its notice of commencement of Work pursuant to Section 8.1 above or, (B) if Developer fails to provide the requisite notice of commencement required under Section 8.1 above, then three hundred sixty-five (365) calendar days after the Effective Day. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Developer pays all processing fees for such time extension.
9. INSPECTION BY CITY. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation. When requested by Developer, City shall use reasonable efforts to complete the requested inspection. City inspections of the Work shall be conducted in accordance with the applicable provisions of Section 4 of the Development Agreement.
10. FEES AND FEE CREDITS. Developer shall pay all fees due to City in connection with the Work, and shall be eligible for fee credits, in accordance with the applicable provisions of Title 13 of the City of Tracy Municipal Code or the Development Agreement, whichever is applicable. Accordingly, to the extent not previously paid, concurrently with the execution of this Agreement, and prior to the commencement of any Work, Developer shall pay City the applicable Program Soft Costs (as that term is

defined in the Development Agreement) in accordance with the applicable provisions of Section 5.1(b) of the Development Agreement.

10.1. Transportation Impact Fee Credits. Immediately upon Developer's execution of this Agreement and provision of the Improvement Security described in Section 4 and after satisfying all the requirements Pursuant to Tracy Municipal Code Section 13.08.010. Developer shall be eligible for fee credits against Developer's obligation to pay the City's Transportation Master Plan Impact Fees in the amount of \$3,854,116. Developer is responsible for paying the associated program management fee.

11. DEFAULT.

11.1. Notice of Default. Subject to compliance with the applicable provisions of Sections 4.4(a) and (b) of the Development Agreement, in the event that Developer is in default of this Agreement, as defined in this Section 11, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

11.2. Material Breach. Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):

11.2.1. The Developer is insolvent, bankrupt, or makes a general assignment of the benefit of its creditors.

11.2.2. The Developer abandons the Work site.

11.2.3. The Developer fails to perform one or more requirements of this Agreement, and fails to cure any such non-performance pursuant to Section 11.3, below.

11.2.4. The Developer violates any legal requirements related to the Work, and fails to cure such violation pursuant to Section 11.3, below.

11.3. Cure of Default. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

11.3.1. Cure the default in accordance with Section 4.4(b) of the Development Agreement.

11.3.2. Demand that Developer complete performance of the Work.

11.3.3. Demand that Developer's surety (if any) complete performance of the Work.

- 11.3.4. Enter the Property and complete the Work. To this end, Developer hereby grants City a license to enter onto the Property that is the subject of this Agreement, to complete the Work in the event of an uncured default.
- 11.3.5. Any other judicial remedies available to the City.
12. REPAIR OF ANY DAMAGE. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.
13. ACCEPTANCE OF WORK. Upon Developer's satisfactory completion, as reasonably determined by the City Engineer, of all items on all punch lists prepared by the City for the Work, City Staff shall use its best efforts to expeditiously present the improvements comprising the Work to the City Council for the City Council's final acceptance. Prior to final acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work, and maintaining safety at the Work site.
14. WARRANTY PERIOD. Developer shall warrant the quality of the Work, in accordance with the Plans and Specifications, for a period of one (1) year after final acceptance of the Work by the City Council, consistent with Section 4.3 above.
15. INDEPENDENT CONTRACTOR STATUS. Developer is an independent contractor, and the parties agree that City shall have no responsibility for any acts of Developer's employees, agents, representatives, contractors or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of City as an agent, or to bind City to any obligation whatsoever, unless City provides prior written authorization to Developer.
16. OWNERSHIP OF WORK. All original documents prepared by Developer for this Agreement shall be given to City upon City's final acceptance of the Work; provided, however, ownership of said documents shall be determined in accordance with applicable laws and with Developer's contracts with its design professionals.
17. INDEMNIFICATION. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees except when caused by the gross negligence or willful misconduct of City until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 14, above, has expired, at which time the indemnification obligations under this Section 17 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section 17 are in addition to all other Developer

obligations set forth in this Agreement, and shall not affect Developer's warranty obligations set forth in Section 14, above.

18. ASSIGNMENT AND DELEGATION. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of City, which shall not be unreasonably withheld, delayed or denied. Any attempt to assign or delegate this Agreement without City's written consent shall be void and of no force and effect. Consent by City to one assignment shall not be deemed to be consent to any subsequent assignment.

19. NOTICES.

19.1. Notice in Writing. All notices, demands, or other communications that this Agreement contemplates, authorizes or requires shall be in writing and shall be personally delivered and electronically mailed to the respective party as follows:

City: City of Tracy
Attn: City Engineer
333 Civic Center Plaza
Tracy, CA 95376
notice@cityoftracy.org

Prologis: Prologis L.P.
Attn: Matthew Sims
Pier 1, Bay 1
San Francisco, CA 94111
Tel: (415) 733-9525
Fax: (415) 733-2171
msims@prologis.com

Copy to: City Attorney's Office
Attn: City Attorney
333 Civic Center Plaza
Tracy, CA 95376
attorney@cityoftracy.org

Copy to: Rutan & Tucker, LLP
Attn: John A. Ramirez
611 Anton Blvd.
Costa Mesa, CA 92694
Tel: 714-662-4610
Fax: 415.262.5199
jramirez@rutan.com

Copy to: Prologis L.P.
Attn: General Counsel
1800 Wazee Street, Suite 500
Denver, CO 80202
Tel: 303.567.5000
Fax: 303.567.5903
legalnotice@prologis.com

19.2. Communications shall be deemed to have been given and received when actual receipt at the email address designated above occurs.

20. MODIFICATIONS. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

21. 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.
22. SEVERABILITY. In the event a court of competent jurisdiction holds any term of this Agreement invalid, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect.
23. 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.
24. ENTIRE AGREEMENT. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the Work. This Agreement supersedes all prior negotiations, representations or agreements as such may relate to performance of the Work.
25. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Developer and City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY

Dan Arriola, Mayor

Date: _____

Attest:

Necy Lopez, Acting City Clerk

Approved as to form:

Andrew Shen, Interim City Attorney

PROLOGIS, L.P. a Delaware Limited Partnership

By: Prologis, Inc. a Maryland corporation, its
General Partner



Bobby Gray, Vice President, Investment Officer

Date: 3/20/2025

ATTACHMENTS:

- Exhibit A – Conditions of Approval – IPC Building 28, D22-0002
- Exhibit B – Property Description
- Exhibit C - Contact Information of Authorized Representative
- Exhibit D - Irrevocable Offer of Dedication (IOD)
- Exhibit E – Fee Credits

NOTARY ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which the certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of San Francisco)

On March 20th, 2025, before me, Noemy Peev, Notary Public, personally appeared **Robert Wittner Gray**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the **Recitals [City of Tracy – Offsite Improvement Agreement for International Park of Commerce (IPC)]** and acknowledged to me that she executed the same in her authorized capacity, and that by his signature on the **Recitals [City of Tracy – Offsite Improvement Agreement for International Park of Commerce (IPC)]** the person, or the entity upon behalf of which the person acted, executed the **Recitals [City of Tracy – Offsite Improvement Agreement for International Park of Commerce (IPC)]**.

I Certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Noemy Peev, Notary Public

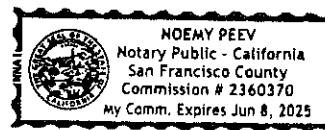


Exhibit A – Conditions of Approval – IPC Building 28, D22-0002

Exhibit A

DIRECTOR'S DETERMINATION 2024-2

A DETERMINATION OF THE DIRECTOR OF DEVELOPMENT SERVICES FOR THE CITY OF TRACY

Application Number D22-0002

WHEREAS, the applicant is HPA, Inc. and property owner is Prologis, LP, (collectively, Applicant) submitted Development Review Permit application for the development of IPC Building 28, an approximately 524,081 square foot industrial building and associated parking and landscape improvements, on an approximately 26.5-acre site located at 5390 Promontory Parkway, Assessor's Parcel Number 209-220-28; and

WHEREAS, the following considerations were relevant in evaluating this application: Existing and planned infrastructure improvements, such as adjacent roadways, water and sewer lines, storm drain systems, the project's visual impact on Promontory Parkway and other nearby existing and planned roads, on-site circulation, architecture, and landscaping, IPC 16 & 28 Transportation Technical Report dated May 30, 2023, the Environmental Impact Report (CRSP EIR) certified on September 3, 2013 for the Cordes Ranch Specific Plan, and the 2024 Addendum to Cordes Ranch Specific Plan EIR; and

WHEREAS, the Director of Development Services for the City of Tracy (Director) approved and adopted the 2024 Addendum to Cordes Ranch Specific Plan EIR pursuant to that certain Director's Determination 2024-1 on March 5, 2024 and determined that no subsequent EIR is required for approval of this building IPC 28; and

WHEREAS, Staff has reviewed the application and determined that the following City regulations apply: TMC Sec 10.08.3920 et seq.: Development Review; TMC Sec 10.08.3440 et seq.: Off-Street Parking Requirements; Cordes Ranch Specific Plan; City of Tracy Design Goals and Standards; and

WHEREAS, the Director of Development Services has determined that the proposed project is consistent with the Cordes Ranch Specific Plan Environmental Impact Report (CRSP EIR), approved by the City Council on September 3, 2013, the CRSP Addendum dated January 2024, and the General Plan EIR approved by the City Council on February 1, 2011;

NOW, THEREFORE, THE DIRECTOR OF DEVELOPMENT SERVICES OF THE CITY OF TRACY DOES HEREBY FIND AND DETERMINE:

1. Recitals. All the recitals stated above are true and correct.
2. Development Review Findings:
 - a. The proposal increases the quality of the project site and enhances the property in a manner that therefore improves the property in relation to the surrounding area and the citizens of Tracy, because the proposed project improves the use and aesthetic quality of the currently undeveloped site, enhancing the property with the establishment of a new, well-designed industrial building and landscaping improvements. The building consists of a variety of horizontal and vertical elements for visual interest, including large areas of glazing at building corners and long expanses of glazing throughout the side elevations of the

Director of Development Services Determination
IPC Building 28, Application No. D22-0002
Page 2

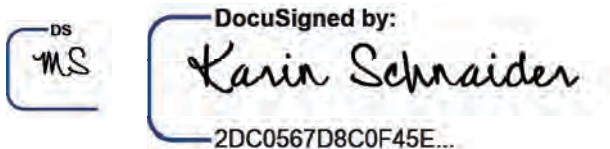
building, metal canopies, colored concrete accents, and building façade popouts and recesses every few hundred feet or less. The site is well landscaped on the perimeter and throughout the parking area, as well as a large area of landscaping at the northwest corner of the site. The truck and trailer areas are oriented such that they will not face the public right-of-way, and evergreen landscaping is planned along the lengths of these areas so that they will not be readily visible from public view.

- b. The proposal, as conditioned, conforms to the Cordes Ranch Specific Plan, the Tracy Municipal Code, the City of Tracy General Plan, the Citywide Design Goals and Standards, applicable City Standards, California Building Codes, and California Fire Codes, including land use, building design, off-street parking and circulation, and landscaping design. In particular, an industrial distribution land use is consistent with the Business Park Industrial Zone requirements of the Cordes Ranch Specific Plan and the project, with conditions, is consistent with parking, landscaping, utilities, public right-of-way, and other City improvement requirements.

3. CEQA Compliance.

- a. Pursuant to Sections 15162 and 15164 of the State CEQA Guidelines, no conditions or circumstances of the proposed project exist that would require preparation of a subsequent EIR in connection with the proposed project. No new significant environmental impacts have been identified with the proposed project. Since the certification of the Final EIR, there has been no new information showing that mitigation measures or alternatives once considered infeasible are now feasible or showing that there are feasible new mitigation measures or alternatives substantially different from those analyzed in the CRSP EIR that the City declined to adopt. Project implementation would not create significant environmental effects or create a substantial increase in the severity of previously identified significant effects. Therefore, preparation of a subsequent EIR is not required and the appropriate CEQA document for the proposed Project is the Addendum to the City of Tracy CRSP EIR. No additional environmental analysis or review is required for the proposed Project.

I HEREBY CERTIFY that the foregoing determination was duly approved on the 5th day of March 2024.

A DocuSign signature block for Karin Schnaider. It features a small icon with 'DS' and 'MS' on the left, followed by the text 'DocuSigned by:' and a handwritten signature 'Karin Schnaider' in cursive. Below the signature is the alphanumeric string '2DC0567D8C0F45E...'.
DocuSigned by:
Karin Schnaider
2DC0567D8C0F45E...

Karen Schnaider
Interim Director of Development Services

3/15/2024 | 10:14 AM PDT

Date

**CITY OF TRACY
CONDITIONS OF APPROVAL
IPC Building 28
Application Number D22-0002**

A. General Provisions and Definitions

1. These Conditions of Approval shall apply to the real property located at 5390 Promontory Parkway, Assessor's Parcel Number 209-220-28, Application Number D22-0002, an approximately 524,081 square foot industrial building and associated site area improvements on approximately 26.5 acres of land (hereinafter "Project").
2. The following definitions shall apply to these Conditions of Approval:
 - a. "Applicant" means any person, or other legal entity, defined as a "Developer".
 - b. "City Engineer" means the City Engineer of the City of Tracy, or any other duly licensed engineer designated by the City Manager, or the Development Services Director, or the City Engineer to perform the duties set forth herein.
 - c. "City Regulations" means all written laws, rules, and policies established by the City, including those set forth in the City of Tracy General Plan, the Tracy Municipal Code, Cordes Ranch Specific Plan, ordinances, resolutions, policies, procedures, and City's Design Documents (including the Standard Plans, Standard Specifications, Design Standards, and relevant Public Facility Master Plans), and the California Building Code and California Fire Code.
 - d. "Development Services Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director to perform the duties set forth herein.
 - e. "Conditions of Approval" shall mean the conditions of approval applicable to the approximately 524,081 square foot industrial building and associated site improvements, Application Number D22-0002. The Conditions of Approval shall specifically include all City of Tracy conditions set forth herein, including South San Joaquin County Fire Authority conditions, set forth herein.
 - f. "Project" means Application Number D22-0002, a 524,081 square foot industrial building with associated site area improvements on the real property located at 5390 Promontory Parkway, Assessor's Parcel Number 209-220-28, a site of approximately 26.5 acres in size.
 - g. "Developer" means any person, or other legal entity, who applies to the City to divide or cause to be divided real property within the Project boundaries, or who applies to the City to develop or improve any portion of the real property within the Project boundaries. The term "Developer" shall include all successors in interest.
3. The Developer shall comply with all laws (federal, state, and local) related to the development of real property within the Project, including, but not limited to: the Planning and Zoning Law (Government Code sections 65000, et seq.), the Subdivision Map Act (Government Code sections 66410, et seq.), the California Environmental

Quality Act (Public Resources Code sections 21000, et seq., "CEQA"), and the Guidelines for California Environmental Quality Act (California Administrative Code, Title 14, Sections 1500, et seq., "CEQA Guidelines").

4. Unless specifically modified by these Conditions of Approval, the Developer shall comply with all City Regulations.
5. Pursuant to Government Code section 66020, including section 66020(d)(1), the City HEREBY NOTIFIES the Developer that the 90-day approval period (in which the Developer may protest the imposition of any fees, dedications, reservations, or other exactions imposed on this Project by these Conditions of Approval) has begun on the date of the conditional approval of this Project. If the Developer fails to file a protest within this 90-day period, complying with all of the requirements of Government Code section 66020, the Developer will be legally barred from later challenging any such fees, dedications, reservations or other exactions.

B. Planning Division Conditions of Approval

- B.1. Except as otherwise modified herein, the project shall be developed in accordance with the plans and color elevations received by the Development Services Department on August 17, 2022. Prior to the issuance of any building permits, any deviations from the approved site plan or elevations shall be evaluated for substantial compliance with the approved plans to the satisfaction of the Development Services Director. Should any deviations be determined not to be in substantial compliance with the approved plans, they shall be reviewed in a new Development Review application process.
- B.2. No roof-mounted or through-roof equipment, including, but not limited to, HVAC units, vents, fans, antennas, sky lights and dishes whether proposed as part of this application, potential future equipment, or any portion thereof, shall be visible from any public right-of-way, including I-205 and I-580, to the satisfaction of the Development Services Director. Prior to the issuance of a building permit, the construction plans shall demonstrate compliance with this requirement, such as details for the construction of a parapet wall adequately sized to fully screen the equipment and no less than six feet in height.
- B.3. All exterior lighting shall be directed downward, onto the parking and maneuvering surface and away from the public rights-of-way.
- B.4. All PG&E transformers, phone company boxes, trash enclosures or compactors, Fire Department connections, backflow preventers, irrigation controllers, and other on-site utilities, shall be vaulted or screened from view from any public right-of-way, behind structures or landscaping, to the satisfaction of the Development Services Director.
- B.5. The applicant shall pay all applicable fees for the project, including, but not limited to, development impact fees, building permit fees, plan check fees, grading permit fees, encroachment permit fees, inspection fees, school fees, or any other City or other agency fees or deposits that may be applicable to the project.

- B.6. All improvements shall be consistent with the Tracy Municipal Code, Cordes Ranch Specific Plan, Standard Plans, and other applicable City Regulations.
- B.7. All vents, gutters, downspouts, flashing, electrical conduit, etc. shall be internal to the buildings when feasible, and any improvement necessary to be installed on the exterior of the building shall be painted to match the color of the adjacent surface or otherwise designed in harmony with the building exterior to the satisfaction of the Development Services Director.
- B.8. Where landscape planters are parallel and adjacent to the side of vehicular parking spaces, a 12" wide concrete curb shall be placed adjacent to the parking space to allow for pedestrian access to vehicles without damage to the landscape areas.
- B.9. Prior to issuance of a building permit, detailed plans demonstrating compliance with onsite landscaping standards as established in the Cordes Ranch Specific Plan and the Tracy Municipal Code Off-Street Parking ordinance. Such plans shall demonstrate that all landscape areas, including bioswales, are appropriately comprised of a combination of trees, shrubs, groundcover, and irrigation to the satisfaction of the Development Services Director.
- B.10. Screening shrubs planted on the east side of the property shall be min. 15 gallon at planting.
- B.11. Prior to issuance of a building permit, an Agreement for Maintenance of Landscape and Irrigation Improvements shall be executed and financial security submitted to the Development Services Department. The Agreement shall ensure maintenance of the on-site landscape and irrigation improvements for a period of two years. Said security shall be equal to the actual material and labor costs for installation of the on-site landscape and irrigation improvements or \$2.50 per square foot of on-site landscape area.
- B.12. Prior to final inspection or certificate of occupancy, all landscaping and irrigation substantially conforming with the development review permit plans dated August 17, 2022 and the approved building permit construction plans shall be installed to the satisfaction of the Development Services Director.
- B.13. Prior to issuance of a building permit, bicycle parking spaces shall be provided in accordance with Tracy Municipal Code Section 10.08.3510 to the satisfaction of the Development Services Director.
- B.14. Prior to final inspection or certificate of occupancy, carpooling/ridesharing and electric vehicle parking spaces shall be clearly marked, per the requirements of the Natural Resources and Sustainability section of the CRSP.
- B.15. Prior to final inspection of certificate of occupancy, on-site circulation signs shall be installed to the satisfaction of the Development Services Director.

- B.16. No outdoor storage of materials is permitted on the site.
- B.17. Prior to the erection of any light poles with a height in excess of 40 feet, the developer shall gain the approval of the Conditional Use Permit from the Planning Commission. Should a Conditional Use Permit not be approved, any freestanding light poles shall not exceed a height of 40 feet.
- B.18. No chain link fence is permitted on site where it would be visible from the public right-of-way. Electronically charged, razor wire, barbed wire, integrated corrugated metal, or plain exposed plastic concrete/PCC fences, vinyl slats, and woven fabric fences are not permitted anywhere on site.
- B.19. Prior to approval of a building permit, the applicant shall submit detailed plans that demonstrate the truck loading areas, dock doors, storage areas, and above-ground utilities will be substantially screened from view from all public rights-of-way to the satisfaction of the Development Services Director.
- B.20. Trash collection exterior of the building shall be done within either trash compactor(s) or trash enclosure(s). Trash compactors shall be screened from view by the building, screen walls, or landscape screens to the satisfaction of the Development Services Director. Trash enclosures shall be designed and appropriately sized for this project, including allowance for recycling collection. The trash and recycling collection enclosure shall include a solid roof structure, solid metal doors, and solid walls sufficiently sized to fully screen the dumpsters. A six-inch concrete curb and/or bollards may be installed on the interior of the enclosure for the protection and durability of the enclosure walls. A building permit is required prior to construction of such enclosures for the evaluation of design and location to the satisfaction of the Development Services Director.
- B.21. All separate structures, including trash enclosures, shall be designed to be architecturally compatible with the building and/or trellis shown in the plans dated August 17, 2022, which includes but is not limited to, design, materials, and colors.
- B.22. Before the approval of a building permit, the applicant shall submit detailed plans that show the location and improvements for a high-quality outdoor employee break area to the satisfaction of the Development Services Director. Such area shall be incorporated as part of site design and should include special paving, tables, benches, shade trees and other amenities that support employee events and serve as an informal gathering space.
- B.23. Unless specifically modified by these Conditions of Approval, the Developer shall comply with all mitigation measures identified in the CEQA 15183 environmental analyses dated November 2022, the Cordes Ranch Specific Plan Environmental Impact Report (CRSP EIR), approved by the City Council on September 3, 2013, the CRSP Addendum dated January 2024 accepted by the Development Services Director on March 5, 2024, and the General Plan EIR approved by the City Council on February 1, 2011.

- B.24. Prior to issuance of a building permit, the developer shall provide documentation of compliance with the San Joaquin Valley Air Pollution Control District Rule 9510, Indirect Source Review to the Development Services Department.
- B.25. The Developer shall comply with all applicable provisions of the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan, including Incidental Take Minimization Measures applicable at the time of permit, a pre-construction survey prior to ground disturbance, and payment of all applicable fees, to the satisfaction of San Joaquin Council of Governments.

C. Engineering Division Conditions of Approval

C.1. General Conditions

- C.1.1. Developer shall comply with the applicable requirements of the technical analyses and reports prepared for the Project listed as follows:
- a) "Cordes Ranch Specific Plan" prepared by David Babcock & Associates, dated September 3, 2013 ("Specific Plan").
 - b) "Cordes Ranch Specific Plan Final Environmental Impact Report", prepared by The Planning Center | DC&E, dated September 3, 2013 ("FEIR"), adopted by City Council on September 3, 2013 (Resolution No. 2013-143).
 - c) "Mitigation Measures and Monitoring Program for the Cordes Ranch Specific Plan", adopted by the City Council September 3, 2013 (Resolution No. 2013-143).
 - d) "Cordes Ranch Specific Plan – Storm Drainage Technical Report" prepared by Storm Water Consulting, Inc. and Stantec, Inc., dated December 2012, and any subsequent amendments or updates.
 - e) "Cordes Ranch Specific Plan Tier 2 Infrastructure Evaluation of Potable and Recycled Water Systems" prepared by West Yost Associates, Inc. dated July 7, 2014, and any amendments or updates.
 - f) "Wastewater Master Plan Tier 2 – Cordes Ranch Specific Plan Application Review" prepared by CH2MHill, Inc. dated January 2013, and any subsequent amendments or updates.
 - g) "IPC 28 Engineering Review" report prepared by Kimley-Horn, dated August 5, 2022, and any subsequent amendment or updates.
 - h) "IPC 16 & 28 Transportation Technical Report" prepared by Kimley-Horn, dated January 25, 2024, and any subsequent amendments or updates.
 - i) "Hydraulic Evaluation of IPC Buildings 13, 18, and 28" prepared by West Yost Associates, Inc., dated May 11, 2022 ("Water System Analysis"), and any subsequent amendments or updates.

- j) "International Park of Commerce (IPC) Buildings 13, 18, and 28 Drainage Review" prepared by Wood Rodgers dated September 15, 2022 ("Drainage Review"), and any subsequent updates.
- k) Addendum to Cordes Ranch Specific Plan EIR - IPC Building 28 and Revision of Mitigation Measure MM TRANS-1" prepared by Kimley-Horn, dated January 2024, and subsequent amendments or updates.

C.1.2. Developer shall comply with applicable requirements of the Development Agreement by and between the City of Tracy and Prologis, L.P., approved by City Council September 3, 2013 (Ordinance Number 1188).

C.2. Grading Permit

The City will not accept a Grading Permit application for the Project until Developer provides all documents related to said Grading Permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

- C.2.1 On-site Grading/Drainage Plans and Improvement Plans shall be prepared on a twenty-four (24) inch x thirty-six (36) inch size four (4) 20-pound bond paper. These plans shall use the City's Title Block. Plans shall be prepared under the supervision of, stamped and signed by a Registered Civil Engineer and Registered Geotechnical Engineer. Developer shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the plans including signatures by the Fire Marshal, prior to submitting the plans to Engineering Division for City Engineer's signature. Erosion control measures shall be implemented in accordance with the Plans approved by the City Engineer for all grading work. All grading work not completed before October 15 may be subject to additional requirements as applicable. Plans shall specify all proposed erosion control methods and construction details to be employed and specify materials to be used during and after the construction.
- C.2.2 Developer has obtained the approval (i.e. recorded easements for slopes, drainage, utilities, access, parking, etc.) of all other public agencies and/or private entities with jurisdiction over the required public and/or private facilities and/or property. Written permission from affected owner(s) will be required to be submitted to the City prior to the issuance of the Grading Permit.
- C.2.3 All existing on-site water well(s), septic system(s), and leech field(s), if any, shall be abandoned or removed in accordance with the City and San Joaquin County requirements. Developer shall be responsible for all costs associated with the abandonment or removal of the existing well(s), septic system(s), and leech field(s) including the cost of permit(s) and inspection. Developer shall submit a copy of written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), prior to the issuance of the Grading Permit.

- C.2.4 Payment of the applicable Grading Permit fees, which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.
- C.2.5 For Projects on property larger than one (1) acre: Prior to the issuance of the Grading Permit, Developer shall submit to the Utilities Department (stephanie.hiestand@cityoftracy.org) one (1) electronic copy and one (1) hard copy of the Storm Water Pollution Prevention Plan (SWPPP) as submitted in Stormwater Multiple Applications and Reporting Tracker System (SMARTS) along with either a copy of the Notice of Intent (NOI) with the state-issued Wastewater Discharge Identification number (WDID) or a copy of the receipt for the NOI. After the completion of the Project, the Developer is responsible for filing the Notice of Termination (NOT) required by SWQCB, and shall provide the City, a copy of the completed Notice of Termination. Cost of preparing the SWPPP, NOI and NOT including the annual storm drainage fees and the filing fees of the NOI and NOT shall be paid by the Developer. Developer shall comply with all the requirements of the SWPPP, applicable Best Management Practices (BMPs) and the Stormwater Post-Construction Standards adopted by the City in 2015 and any subsequent amendment(s).
- C.2.6 Developer shall provide a PDF copy of the Project's Geotechnical Report signed and stamped by a Registered Geotechnical Engineer. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, compaction recommendations, retaining wall recommendations, if necessary, paving recommendations, paving calculations such as gravel factors, gravel equivalence, etc., slope recommendations, and elevation of the highest observed groundwater level.
- C.2.7 Two (2) sets of Hydrologic and Storm Drainage Calculations for the design of the on-site storm drainage system.
- C.2.8 Developer shall provide a copy of the approved Incidental Take Minimization Measures (ITMM) habitat survey [San Joaquin County Multi-Species Habitat Conservation & Open Space Plan (SJMSCP)] from San Joaquin Council of Governments (SJCOG).
- C.2.9 Developer shall provide a copy of the Approved Fugitive Dust and Emissions Control Plan that meets San Joaquin Valley Air Pollution Control District (SJVAPCD) as required in Mitigation Measure AQ-1 and AQ-2 of the Mitigation Monitoring and Reporting Program of the Cordes Ranch Specific Plan Final Environmental Impact Report (CRSP EIR).
- C.2.10 Developer shall provide a copy of the approved Air Impact Assessment (AIA) with an Indirect Source Review (ISR) from San Joaquin Valley Air Pollution Control District (SJVAPCD).
- C.2.11 Developer shall abandon or remove all existing irrigation structures, channels and pipes, if any, as directed by the City after coordination with the

irrigation district, if the facilities are no longer required for irrigation purposes. If irrigation facilities, including tile drains, are required to remain to serve existing adjacent agricultural uses, the Developer will design, coordinate and construct required modifications to the facilities to the satisfaction of the affected agency and the City. Written permission from irrigation district or affected owner(s) will be required to be submitted to the City prior to the issuance of the Grading Permit. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Developer.

- C.2.12 If at any point during grading that the Developer, its contractor, its engineers, and their respective officials, employees, subcontractor, and/or subconsultant exposes/encounters/uncovers any archeological, historical, or other paleontological findings, the Developer shall address the findings as required per the General Plan Cultural Resource Policy and General Plan EIR; and subsequent Cultural Resource Policy or mitigation in any applicable environmental document.

C.3. Encroachment Permit

No applications for encroachment permit will be accepted by the City as complete until the Developer provides all relevant documents related to said encroachment permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

- C.3.1 Improvement Plans prepared on a 24" x 36" size 20-pound bond paper and these Conditions of Approval. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.
- a. Obtain all applicable signatures by City departments (where applicable) on the plans including signatures by Fire Marshal prior to submitting the plans to Engineering Division for City Engineer's approval.
- C.3.2 Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.
- C.3.3 Signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of the identified public improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC), and the OIA. The Developer's obligations in the OIA shall be deemed to be satisfied upon City Council's acceptance of the public improvements and release of the Improvement Security.
- C.3.4 Check payment for the applicable engineering review fees which include plan checking, permit and agreement processing, testing, construction

inspection, and other applicable fees as required by these Conditions of Approval. The engineering review fees will be calculated based on the current fee rate adopted by the City Council.

- C.3.5 Traffic Control Plan signed and stamped by a Registered Civil Engineer or Traffic Engineer licensed in the State of California.
- C.3.6 South San Joaquin County Fire Authority's Fire Marshal's signature, if applicable, on the Improvement Plans indicating their approval for the fire service connection and fire and emergency vehicle access for the Project.

C.4. Improvement Plans

Improvement Plans shall contain the design, construction details and specifications of public improvements that are necessary to serve the Project. The Improvement Plans shall be drawn on a 24" x 36" size 20-pound bond paper and shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work. The Improvement Plans shall be completed to comply with City Regulations, these Conditions of Approval, and the following requirements:

- C.4.1 The Improvement Plans shall be prepared on paper with the City of Tracy standard title and signature block.
- C.4.2 Obtain all applicable signatures by City departments and from outside agencies (where applicable) on the plans including signatures by the Fire Marshal, prior to the Developer submitting the plans to Engineering Division for City Engineer's approval.
- C.4.3 The improvement plans shall be prepared to specifically include, but not be limited to, the following items:
 - a. All existing and proposed utilities such as domestic water line, irrigation service, storm drain, and sanitary sewer, including the size and location of the pipes.
 - b. All supporting engineering calculations, materials information or technical specifications, cost estimate, and technical reports.
 - c. Developer shall provide a PDF copy of the Project's Geotechnical Report signed and stamped by a Registered Geotechnical Engineer. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, compaction recommendations, retaining wall recommendations, if necessary, paving recommendations, paving calculations such as gravel factors, gravel equivalence, etc., slope recommendations, and elevation of the highest observed groundwater level.

C.4.4 Grading and Storm Drainage Plans

Site Grading

- a. Include all proposed erosion control methods and construction details to be employed and specify materials to be used. All grading work shall be performed and completed in accordance with the recommendation(s) of the Project's Geotechnical Engineer. A copy of the Project's Geotechnical Report must be submitted with the Grading and Storm Drainage Plans.
- b. When the grade differential between the Project Site and adjacent property(s) exceeds 12 inches, a reinforced concrete or masonry block, or engineered retaining wall is required for retaining soil. The Grading Plan shall show construction detail(s) of the retaining wall or masonry wall. The entire retaining wall and footing shall be constructed within the Project Site. A structural calculation shall be submitted with the Grading and Storm Drainage Plans.
- c. An engineered fill may be accepted as a substitute of a retaining wall, if any, subject to approval by the City Engineer. The Grading and Storm Drainage Plans must show the extent of the slope easement(s). The Developer shall be responsible for obtaining permission from owner(s) of the adjacent and affected property(s). The slope easement must be recorded, prior to the issuance of the final building certificate of occupancy.
- d. Grading for the site shall be designed such that the Project's storm water can overland release to either a public street or to a public storm drainage facility.
- e. Prior to approval of a grading permit for the Project, the Developer shall submit a drainage report and drainage calculations for the project site based on the Master Plan criteria and starting water surface elevation for review by City's consultant.
- f. If applicable, show all existing irrigation structure(s), channel(s) and pipe(s) that are to remain or to be relocated or to be removed, if any, after coordinating with the irrigation district or owner of the irrigation facilities. If there are irrigation facilities including tile drains, that are required to remain to serve existing adjacent agricultural uses, the Developer shall design, coordinate and construct required modifications to the improvements, if required, to the reasonable satisfaction of the City.

C.4.5 Storm Drainage

- a. Prior to issuance of grading Permit the Developer shall demonstrate compliance with all recommendations in the Drainage Review.
- b. Temporary retention is required to serve this project until the downstream outfall system is completed and operational. The Developer

will construct, improve, and utilize a portion of DET LW6 as an Auxiliary Temporary Retention Basin to satisfy the requirements for temporary retention as set forth in the City Design Standards. IPC Building 28 will utilize DET LW6 to satisfy the requirements for temporary retention set forth in the City Design Standards. Developer shall provide calculations to demonstrate that adequate capacity in the LW6 DET retention basin is available to serve the Project. All costs of design and construction of improvements required for temporary storage shall be paid for by the Developer. No fee credits or reimbursements will be applicable for these improvements.

- c. Acceptance of DET LW6 parcel by City will be upon completion of the downstream facilities, and upon the determination by the City Engineer that the DET LW6 basin is constructed and operational per the Storm Drainage Master Plan.
- d. If, at the time of issuance of building permit, the permanent downstream facilities are not constructed so that stormwater from this project can be discharged into it, then developer shall (1) construct temporary retention on site, or (2) construct the downstream facilities.
- e. Developer shall be responsible for maintenance of the Auxiliary Temporary Retention Basin at DET LW6 until DET LW6 and the downstream drainage facilities are installed by Developer and accepted by the City. Prior to the final inspection of IPC 28 Building to be constructed on the Property, the Developer shall submit a signed and notarized Improvement Agreement as a guarantee for the performance of Developer's responsibilities towards the repair and maintenance of the Auxiliary Temporary Retention Basin at DET LW6. These agreements will ensure the Auxiliary Temporary Retention Basin will conform to Master Plan requirements until the City Engineer determines the Auxiliary Temporary Retention Basin is no longer required as a result of the completion and City acceptance of the permanent drainage facilities per the Storm Drainage Master Plan Layout and design of access easements, if any, to be dedicated to the City shall be per the requirements of Public Works Department and as approved by the City Engineer.
- f. Calculations related to the design and sizing of on-site storm water treatment facilities must be submitted with the Grading and Storm Drainage Plans and approved by City's Stormwater Coordinator prior to issuance of the Grading Permit for the Project.
- g. The design and construction details of the Project's storm drainage system and treatment facilities shall meet City Regulations and shall comply with the applicable requirements of the Multi-Agency Post-Construction Stormwater Standards Manual, dated June 2015, and any subsequent amendments.

- h. Prior to the final inspection of the building IPC 28, the Developer shall submit a signed and notarized Stormwater Treatment Facilities Maintenance Agreement (STFMA) as a guarantee for the performance of Developer's responsibility towards the repair and maintenance of on-site storm water treatment facilities.
- i. A basis of design report should be prepared for the DET LW6 spillway. The City of Tracy does not have design standards for spillways because typical detention and retention basins within the City are constructed entirely in cut with no embankment. A spillway design standard that has been adopted by another municipality for a similar application should be referenced to demonstrate that an appropriate standard of care has been used for the DET LW6 spillway design.

C.4.6 Sanitary Sewer Improvement Plans

- a. The Developer shall pay all impact fees for Wastewater Treatment and Wastewater Conveyance.
- b. Prior to the issuance of Building Permit for the Project, Developer shall submit improvement plans and secure approval of plans from the City's Building Division, for the design of on-site sewer improvements. The Developer shall design and install sanitary sewer facilities including the Project's sewer connection in accordance with City Regulations and utility improvement plans approved by the City Engineer.

C.4.7 Water Distribution System

- a. Developer shall comply with the recommendations for on-site and off-site infrastructure including storage requirements as identified in the Water System Analysis. If additional improvements beyond the proposed improvements shown on the preliminary plans submitted with the Development Review Application are identified in the Water System Analysis and approved by the City Engineer, the Developer shall comply with the recommendations in the Water System Analysis. Developer shall prepare improvement plans and construct required improvements identified in the Water System Analysis.
- b. During the construction phases of the Project, the Developer is responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the South San Joaquin County Fire Authority's Fire Marshal.
- c. The Developer shall design and install fire hydrants at the locations approved by the South San Joaquin County Fire Authority's Fire Marshal. Prior to the issuance of a Building Permit, the Developer shall submit calculations and plans as required by the Fire Department and obtain written approvals for the proposed fire system for the design, location and

construction details of the fire service connection to the Project, and for the location and spacing of fire hydrants that are to be installed to serve the Project.

- d. Prior to issuance of temporary certificate of occupancy (or final certificate of occupancy, if TCO is not requested), the Developer shall demonstrate to the satisfaction of the Fire Marshal that all applicable fire flow parameters are met.
- e. All costs associated with the installation of the Project's permanent water connection(s) as identified in the Water System Analysis including the cost of removing and replacing asphalt concrete pavement, pavement marking and striping such as crosswalk lines and lane line markings, replacing traffic detecting loops, conduits, and wires, relocating existing utilities that may be in conflict with the water connection(s), and other improvements shall be paid by the Developer.
- f. Interruption to the water supply to the existing businesses and other users within International Park of Commerce or Patterson Pass Business Park will not be allowed to facilitate construction of on-site or off-site improvements related to the Project. The Developer shall be responsible for notifying business owner(s) and users, regarding construction work that involves traffic rerouting or other traffic related and access impacts to the existing businesses. The written notice, as approved by the City Engineer, shall be delivered to the affected residents or business owner(s) at least 72 hours before start of work. Prior to starting the work described in this section, the Developer shall submit a Work Plan acceptable to the City that demonstrates no interruptions to the water supply, and Traffic Control Plan to be used during the installation of the offsite water mains and connections.
- g. The Developer shall design and install domestic and irrigation water service connection, including a remote-read master water meter (the water meter to be located within City's right-of-way) and a Reduced Pressure Type back-flow protection device in accordance with City Regulations. The domestic and irrigation water service connection(s) must be completed before the final inspection of the building. Sub-metering will be allowed within private property. The City will not perform water consumption reading on sub-meters. The Developer will be responsible for relocating or reinstalling water sub-meters. The City shall maintain water lines from the master water meter to the point of connection with the water distribution main (inclusive) only. Repair and maintenance of all on-site water lines, laterals, sub-meters, valves, fittings, fire hydrant and appurtenances shall be the responsibility of the Developer.

C.4.8 Frontage Improvements

Developer shall construct Frontage Improvements on Promontory Parkway.

The Project's Promontory Parkway frontage, including the Road H (Letter Road) driveway and signal, was designed with the Phase 1K street improvement plans. As identified in the "IPC 28 Engineering Review" report prepared by Kimley-Horn, dated August 5, 2022, the Developer shall complete the following improvements:

- a. Install One-Way (R6-1(R)) sign in the Promontory Parkway median facing the right-in/right-out driveway.
- b. At the intersection of Letter Road /IPC 28 Driveway and Promontory Parkway, Project shall dedicate right-of-way and design improvements at the intersection to allow for future widening to 6-lane buildout.
- c. Revise northbound geometry at the signal of Private Road (west) and Promontory Parkway to include a northbound left and a shared through/right turn lane.

C.4.9 Project Driveways and Traffic Circulation

The Developer shall install four driveways to serve the site in accordance with the recommendations of the "IPC 28 Engineering Review" report prepared by Kimley-Horn, dated August 5, 2022, and City Regulations prior to Certificate of Occupancy. Two driveways will be constructed along Promontory Parkway and two driveways will be constructed along Private Road (West).

All improvements for construction of the project driveways, including modifications to striping and signage, shall be completed at Developer's expense.

All recommended improvements for driveways and improvements shall be completed prior to issuance of Certificate of Occupancy, or as otherwise required per these Conditions of Approval.

- a) Project Driveway 1: This driveway will provide signalized full access from the north side of the site to Promontory Parkway and Road H. The driveway shall be designed for STAA truck and passenger car access and provide adequate sight distances.
 - (i) The Developer shall design and complete installation of the traffic signal prior to issuance of temporary or final Certificate of Occupancy for the Project. The Developer shall pay for all costs relating to design, construction, and inspection for the traffic signal.
 - (ii) The Developer shall dedicate required easements for maintenance access of the on-site traffic signal loops and associated traffic signal equipment.
 - (iii) The Developer shall enter into an Offsite Improvement Agreement

and post required security to guarantee installation of the traffic signal.

- b) Project Driveway 2: This driveway will provide side street stop control right-in, right-out access from the north side of the site to Promontory Parkway. The driveway shall be designed for passenger car access and provide adequate sight distances.
- c) Project Driveway 3: This driveway will provide side street stop control full access from the east side of the site to Private Road (West). The driveway shall be designed for STAA truck and passenger car access and provide adequate sight distances.
- d) Project Driveway 4: This driveway will provide side street stop control full access from the east side of the site to Private Road (West). The driveway shall be designed for STAA truck and passenger car access and provide adequate sight distances.

C.4.10 Offsite Improvements

As noted in the "IPC 16 & 28 Transportation Technical Report" prepared by Kimley-Horn, dated January 25, 2024, the following off-site improvements shall be completed, in accordance with the timelines specified in Table ES-3. Conditions will be deemed satisfied with execution of OIA and posting of security as acceptable to City.

- a. International Pkwy / Promontory Pkwy intersection
- b. Road H / Promontory Pkwy intersection
- c. Private Road (West) / Promontory Pkwy intersection
- d. Lammers Rd / Old Schulte Rd intersection
- e. Lammers Rd / Valpico Rd intersection

C.4.11 Offsite Improvements – Impact Fees

Developer shall pay applicable City of Tracy development impact fees and/or RTIF fees.

C.4.12 Right-of Way Dedication

At the intersection of Road H (Letter Road)/IPC 28 Driveway and Promontory Parkway, Project shall dedicate right-of-way and design improvements at the intersection to allow for future widening to 6-lane buildout. Dedication must be completed prior to final certificate of occupancy.

C.4.13 Irrevocable Offer of Dedication

Within ninety calendar days from the date of approval of the related Offsite Improvement Agreement (OIA) for IPC Retail by the City Manager, the

Developer shall record Irrevocable Offer(s) of Dedication (IOD) for rights of way and easements in favor of the City to the satisfaction of the City Engineer and as shown on the IPC Retail Frontage Street Improvement Plans for Capital Parks Drive.

- a. Prior to acceptance of the improvements and IODs by the City, the Developer shall enter into agreement(s) with the City that address the maintenance of the landscaping improvements and access rights to the Developer for maintaining landscaping improvements. The Developer shall also enter into an agreement to install, operate, maintain, repair and replace the private utilities (i.e., fiber optic communications lines and appurtenances) within the City's right-of-way and easements.

C.4.14 Traffic Control Plan

The Developer shall submit a Traffic Control Plan for each phase of work, to show the method and type of construction signs to be used for regulating traffic at the work areas within these streets. The Traffic Control Plan shall be prepared by a Civil Engineer or Traffic Engineer licensed to practice in the State of California.

- C.4.15 All private utility services to serve Project such as electric, telephone and cable TV to the building must be installed underground, and to be installed at the location approved by the respective owner(s) of the utilities.

- C.4.16 Pavement cuts or utility trench(s) on existing street(s) for the installation of water distribution main, storm drain, sewer line, electric, gas, cable TV, and telephone will require the application of 2" asphalt concrete overlay and replacement of pavement striping and marking that are disturbed during construction. The limits of asphalt concrete overlay shall be 25 feet from both sides of the trench and shall extend over the entire width of the adjacent travel lane(s) if pavement excavation encroaches to the adjacent travel lane or up to the street centerline or the median curb. If the utility trench extends beyond the street centerline, the asphalt concrete overlay shall be applied over the entire width of the street (to the lip of gutter or edge of pavement, whichever applies).

C.5. Building Permit

No building permit will be approved by the City until the Developer demonstrates, to the satisfaction of the City Engineer, compliance with all required Conditions of Approval, including, but not limited to, the following:

- C.5.1 Check payment of the applicable City-Wide Roadway and Traffic, Water, Recycled Water, Wastewater, Storm Drainage, Public Safety, Public Facilities, and Park Development Impact Fees (adopted by Resolution 2017-098) as these relate to the Project, and as otherwise required by the Cordes Ranch Development Agreement and these Conditions of Approval.
- C.5.2 Payment of the San Joaquin County Facilities Fees as required in Chapter

13.24 of the TMC, and these Conditions of Approval.

- C.5.3 Check payment of any applicable Regional Transportation Impact Fees (RTIF) as required in Mitigation Measure TRANS-7 of the Mitigation Monitoring and Reporting Program of the Cordes Ranch Final Environmental Impact Report and these Conditions of Approval.
- C.5.4 Check payment of any applicable Agricultural Conversion or Mitigation Fee as required in Chapter 13.28 of the Tracy Municipal Code and Mitigation Measure AG-1 of the Mitigation Monitoring and Reporting Program of the Cordes Ranch Final Environmental Impact Report and these Conditions of Approval.

C.6. Acceptance of Public Improvements

Public improvements, Public Right-of-Way dedications, and Public Easements will not be accepted by the City Council until after the Developer completes construction of the relevant public improvements, and also demonstrates to the City Engineer satisfactory completion of the following:

- C.6.1 Correction of all items listed in the deficiency report prepared by the assigned Engineering Inspector relating to public improvements subject to City Council's acceptance.
- C.6.2 Certified "As-Built" Improvement Plans (or Record Drawings). Upon completion of the construction by the Developer, the City shall temporarily release the originals of the Improvement Plans to the Developer so that the Developer will be able to document revisions to show the "As Built" configuration of all improvements. Developer
- C.6.3 AutoCAD, and GIS Shape files of Record Drawings in format acceptable to City.
- C.6.4 Completion of off-site water, storm drainage and wastewater facilities required to serve the Project. If the off-site improvements are to be constructed by others, it shall be the Developer's responsibility to coordinate timing of completion of improvements with the responsible party to ensure timely completion.

C.7. Final Building Certificate of Occupancy

No Final Building Certificate of Occupancy will be issued by the City until after the Developer provides reasonable documentation which demonstrates, to the satisfaction of the City Engineer, that:

- C.7.1 The Developer has satisfied all the requirements set forth in Condition C.5 above.
- C.7.2 The Developer has completed construction of all required public facilities for the building for which a certificate of occupancy is requested and all the

improvements required in these Conditions of Approval. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the Developer shall use diligent and good faith efforts in taking all actions necessary to construct all public facilities required to serve the Project, and the Developer shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).

C.8. Improvement Security

The Developer shall provide improvement security for all public facilities, as required by the OIA, and these Conditions of Approval. The form of the improvement security may be a surety bond, letter of credit or other form in accordance with section 12.36.080 of the TMC and the Development Agreement. The amount of improvement security shall be as follows:

- C.8.1 Faithful Performance (100% of estimated cost of constructing public facilities),
- C.8.2 Labor & Materials (100% of the estimated cost of constructing the public facilities), and
- C.8.3 Warranty (10% of the estimated cost of constructing the public facilities)

C.9. Release of Improvement Security

Improvement Security(s) described herein shall be released to the Developer after City Council's acceptance of public improvements, and after the Developer demonstrates, to the satisfaction of the City Engineer, compliance of these Conditions of Approval, and completion of the following:

- C.9.1 Improvement Security for Faithful Performance, Labor & Materials, and Warranty shall be released to the Developer in accordance with Section 12.36.080 of the TMC.
- C.9.2 Written request from the Developer and a copy of the recorded Notice of Completion.

C.10. Special Conditions

- C.10.1 All streets and utilities improvements within City's right-of-way shall be designed and constructed in accordance with City Design Standards and the City's Facilities Master Plan for storm drainage, roadway, wastewater and water adopted by the City, or as otherwise specifically approved by the City.
- C.10.2 Prior to beginning of construction, the Developer shall be responsible to obtain any easements, rights-of-way and/or agreements with property owners as applicable for all improvements.

- C.10.3 All existing on-site wells, if any, shall be abandoned or removed in accordance with the City and San Joaquin County requirements. The Developer shall be responsible for all costs associated with the abandonment or removal of the existing well(s) including the cost of permit(s) and inspection. The Developer shall submit a copy of written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), prior to the issuance of the Grading Permit.
- C.10.4 The Developer shall abandon or remove all existing irrigation structures, channels and pipes, if any, as directed by the City after coordination with the irrigation district, if the facilities are no longer required for irrigation purposes. The Developer shall submit report for a site sub-surface investigation for determining the presence of irrigation and drainage tile drains within and around the Project Site, if any, and submit a report prepared and signed by a Geo-technical Engineer. In the event that tile drains exist within and around the Project Site, the Developer has the option to either relocate or abandon the on-site tile drains as required for the proposed development. All existing tile drains and proposed improvements for the relocation or removal of tile drains must be shown on the Grading and Storm Drainage Plans. Any tile drains under the proposed buildings shall be abandoned or relocated as may be required, to the satisfaction of the City. The Developer or the property owner(s) will be responsible for maintenance of tile drains to remain or the relocated tile drains and associated improvements. Additionally, the Developer will be responsible for monitoring the groundwater levels, and for the mitigations, if any, that may be required, by any applicable laws and regulations.
- C.10.5 Any damages to existing improvements within the street right-of-way due to construction related activities shall be repaired or replaced as directed by the City at Developer's cost.
- C.10.6 Developer shall comply with the requirements relating to Fire Apparatus Access Roads and other Fire Code requirements to the satisfaction of the Fire Department.
- C.10.7 Nothing contained herein shall be construed to permit any violation of relevant ordinances and regulations of the City of Tracy, or other public agency having jurisdiction. This Condition of Approval does not preclude the City from requiring pertinent revisions and additional requirements to the Grading Permit, Encroachment Permit, Building Permit, Improvement Plans, OIA, and DIA, if the City Engineer finds it necessary due to public health and safety reasons, and it is in the best interest of the City. The Developer shall bear all the cost for the inclusion, design, and implementations of such additions and requirements, without reimbursement or any payment from the City.
- C.10.8 Survey Monuments – Any altered, damaged, or destroyed survey monuments and/or benchmarks shall be re-established. Developer shall

submit centerline tie sheets or a record of survey for the following: new public streets; re-established survey monuments, and/or benchmarks. If the Developer destroyed, altered, and/or reconstructed any existing curb returns, Developer shall also submit corner records. Any survey document will be submitted the City and to the San Joaquin County Surveyor to comply with California Business and Professions Code Section 8771(c). Said work shall be executed by a California licensed Land Surveyor at the Developer's sole expense.

- C.10.9 When street cuts are made for the installation of utilities, the Developer shall conform to Section 3.14 of the 2020 Design Standards and is required install a two (2) inch thick asphalt concrete (AC) overlay with reinforcing fabric at least twenty-five (25) feet from all sides of each utility trench. A two (2) inch deep grind on the existing AC pavement will be required where the AC overlay will be applied and shall be uniform thickness in order to maintain current pavement grades, cross and longitudinal slopes. This pavement repair requirement is when cuts/trenches are perpendicular and parallel to the street's direction.

D. Building Safety Division Conditions of Approval

- D.1. Prior to construction of any structures, applicant must submit construction documents, plans, specifications and/or calculations to the Building Safety Division, which meet all requirements of Title 24 California Code of Regulations and City of Tracy Municipal Codes, as applicable.
- D.2. At the time of building permit application submittal, applicant shall clearly depict an accessible route of travel from the concrete ramps located in the truck docks to an accessible route per CBC 11B-206.2.
- D.3. At the time of building permit application submittal, applicant shall provide an additional accessible means of egress in the truck dock area that meets the requirements of CBC 11B-207.1 and CBC 1009. If the buildings are subdivided into multiple occupancies, then the maximum allowed travel distance to exits as prescribed in CBC 1017.2.2 is exceeded, therefore, not providing an accessible means of egress and a continued path of travel to the public right-of-way. Additionally, the exits and exit doors that are exempt from being accessible in CBC 11B-206.4.1 shall be provided with directional signage indicating the nearest accessible means of egress.
- D.4. At the time of building permit application submittal, applicant shall provide plans that show an accessible route of travel to the public right-of-way and all other exterior amenities per 2019 California Building Code (CBC) 11B-206.2.

E. Utilities Department Conditions of Approval

- E1. Prior to issuance of a construction or building permit, applicant shall demonstrate compliance with the 2015 Post-Construction Stormwater Standards (PCSWS) Manual and obtain approval through the following:
- a. Develop a Project Stormwater Plan (PSP) that identifies the methods to be employed to reduce or eliminate stormwater pollutant discharges through the construction, operation and maintenance of source control measures, low impact development design, site design measures, stormwater treatment control measures and hydromodification control measures.
 - i. Design and sizing requirements shall comply with PCSWS Manual.
 - ii. Demand Management Areas must be clearly designated along with identification of pollutants of concern.
 - iii. Calculations of the Stormwater Design Volume and/or Design Flow with results from the Post-Construction Stormwater Runoff Calculator must be submitted in the PSP for approval.
 - iv. Per the PCSWS Manual, include a hydromodification management plan ensuring the post-project runoff flow rate shall not exceed estimated pre-project flow rate for the 2-year, 24-hour storm.
 - v. Submit one (1) hard copy of the PSP and an electronic copy to the Utilities Department (WaterResources@cityoftracy.org), include the project name, address and Project # and/or Permit # in the title or subject line.
 - b. A separate plan sheet(s) designated SW shall be submitted in the plan set that includes the identified methods for pollution prevention outlined in the submitted PSP. You must include all standards, cross sections and design specifications such as landscape requirement in treatment areas including type of irrigation installation and/or height of drain inlet above the flow line, etc. in these SW plan sheets along with legend.
 - c. Develop and electronically submit to the Utilities Department for approval (WaterResources@cityoftracy.org) a preliminary Operations and Maintenance (O & M) Plan that identifies the operation, maintenance, and inspection requirements for all stormwater treatment and baseline hydromodification control measures identified in the approved PSP.
 - d. No later than two (2) months after approval notification of the submitted PSP, applicant shall electronically submit the following information to the Utilities Department (WaterResources@cityoftracy.org) for development of a draft stormwater maintenance access agreement, in accordance with the MAPCSWS;
 - i. Property Owner(s) name and title report; or Corporate name(s) and binding documents (resolutions, etc) designating ability to sign agreement
 - ii. Property Address
 - iii. Exhibit A – legal property description
 - iv. Exhibit B – approved O & M Plan
- E2. Prior to issuance of a grading permit, applicant shall proof of permit coverage under the Construction General Permit shall be required and submittal of an electronic

Stormwater Pollution Prevention Plan (SWPPP) shall be submitted to WaterResources@cityoftracy.org.

- E3. Prior to Certificate of Occupancy, applicant shall:
- a. Return to the City Clerk, a legally signed and notarized copy of the final maintenance access agreement including all exhibits and approved O & M plan received from the Utilities Department.
 - b. Obtain final approval by the Utilities Department of the constructed and installed Stormwater pollution prevention methods outlined in the PSP.
 - i. Frequent inspections of the Post-Construction treatment measures should occur during the construction phase by calling 209-831-6333
 - c. Upon completion, the project shall be in full compliance with Construction General Permit including 70% stabilization of the project with Notice of Termination approval.
- E4. Prior to issuance of a construction or building permit, applicant shall demonstrate compliance with the 2015 Model Water Efficient Landscape Ordinance and obtain approval by the Utilities Department through the following:
- a. Develop and submit electronically and by hard copy, a Landscape Document Package (LDP) that identifies the methods to be employed to reduce water usage through proper landscape design, installation and maintenance. Calculations submitted in a plan set is not acceptable for the LDP. This LDP shall consist of:
 - i. A project information sheet that includes the checklist of all documents in the LDP;
 - ii. The Water Efficient Landscape Worksheets that include a hydrozone information table and the water budget calculations – Maximum Applied Water Allowance and Estimate Total Water Use;
 - iii. A soil management report, after compaction and from various locations throughout the project;
 - iv. A landscape design plan that includes the statement, “I agree to comply with the requirements of the 2015 water efficient landscape ordinance and shall submit for approval a complete Landscape Document Package:
 - v. An irrigation design plan with schedule; and
 - vi. A grading design plan.
 - b. A Certificate of Completion must be completed, signed, and submitted to the Utilities Department prior to Final approval for Occupancy.

F. South San Joaquin County Fire Authority (SSJCFA) Conditions of Approval

- F.1. Prior to construction, construction documents shall be submitted to the South San Joaquin County Fire Authority for review and approval prior to any construction. Construction documents shall include the following:
- a. Construction documents shall be designed to the current edition of the California Code of Regulations, Title 24, as amended by the City of Tracy Municipal Code.
 - b. Deferred submittals shall be listed on the coversheet of each page. Each deferred submittal shall be submitted, reviewed and approved by SSJCFA prior to installation.
 - c. Fire protection water supply must be submitted separately from construction permit. All piping and installation shall be in accordance with CFC §507 & NFPA standards. Approval of grading and/or on-site improvements does not grant installation of underground fire service.
 - d. Fire sprinklers shall be designed by a licensed fire protection contractor or engineer. Hydraulic calculations, specifications and plans shall be submitted prior to issuance of building permit.
 - e. A request for fire flow shall be submitted to the South San Joaquin County Fire Authority and results shall be approved by the Fire Marshal prior to construction. Fire flow requirements shall be in accordance with CFC Appendix B.
 - f. Fire department connections shall be installed in accordance with CFC §912 and NFPA standards. A hydrant shall be placed within 100' of the FDC, in accordance with NFPA 14 §6.4.5.4. FDC locations shall be approved by the fire code official prior to issuance of construction permit.
- F.2. Applications received by this office are subject to the current fee schedule for South San Joaquin County Fire Authority.
- a. Application processing fees and minimum plan review fees are due at time of submittal of construction documents.
 - b. Additional plan review fees, minimum inspection fees and administrative fees are calculated on approval of project and shall be paid prior to issuance of permit.
 - c. Permit holder is responsible for any additional inspection fees incurred, and shall be paid prior to final inspection.
- F.3. Building is assumed it will be constructed as a 'speculative building'. Additional permits will be required for each separate tenant improvement. Construction documents shall be submitted to South San Joaquin County Fire Authority for review and approval prior to the start of construction or demolition.
- a. Prior to occupancy of each new business, the tenant shall contact South San Joaquin County Fire Authority for a new business inspection. Additional fees may be required for New Business, Annual and Operational Fire Permits. All fees shall be paid prior to approval of inspections.
- F.4. Prior to construction, all-weather fire apparatus access roads shall be installed. Fire apparatus access roads during construction shall have a minimum 20' unobstructed width in accordance with CFC §503.
- F.5. All hydrants shall be installed, inspected and tested prior to bringing combustible materials onsite, including storage.

- F.6. Knox boxes shall be required. Each tenant shall have keys placed in the key box. The operator of the building shall immediately notify the Fire Authority and provide the new key where a lock is changed or rekeyed. The key to such shall be secured in the key box.
- F.7. Building and each tenant space shall be provided with approved address identification in accordance with CFC §505.
- F.8. Prior to final inspection, emergency radio responder coverage shall be tested to confirm coverage areas. It is beneficial for the applicant to conduct testing at foundation as retrofitting for the conduit is costly. If coverage is inadequate, a separate permit for emergency radio responder coverage shall be submitted to SSJCFA for review and approval prior to installation.
- a. Additional improvements may warrant additional testing to be performed.
Testing shall be the determination of the fire code official.

G. The following conditions provide the applicant with options for funding required Citywide services.

Contact: Guadalupe Pena

209.831.6834

Guadalupe.pena@cityoftracy.org

- G.1. The applicant shall make a written election, in a form approved by the City, of the funding mechanism by which the applicant will fund, in perpetuity, the costs of the operation, maintenance and replacement of the streets (from curb-to-curb, excluding gutters) to a Pavement Management System standard of PCI 70 (seventy), as reasonably determined by the City, the electric utility costs of operating the streetlights and signals that will serve the Project (collectively, the "Infrastructure"), and the costs related to public landscaping maintenance costs. Developer must prepare its improvement plans and fund a landscaping budget analysis (to be performed by a consultant to the City) to establish the scope and cost estimates of the public landscaping maintenance costs. Upon final inspection or building occupancy, the applicant must have completed the process of the funding mechanism with the City. Prior to final inspection approval to the satisfaction of the Finance Director, the City and the applicant may negotiate additional details of the Infrastructure and the funding mechanism, which details may include, without limitation, (a) the scope of the Infrastructure; (b) the geographical scope of the applicant's funding obligation; (c) the costs; (d) the inclusion of third-party owners or developers in such funding mechanism; and (e) any other issues that arise during such negotiations.

The ultimate funding mechanism may include the following options or other options that may arise during the negotiations:

- a. Community Facilities District (CFD) or other funding mechanism. An agreement with the City, to be signed by the Finance Director, which may, at the City's option, be recorded against the geographical scope negotiated in the agreement ("Project Site") which stipulates that prior to the City's acceptance of the Infrastructure, the Developer will

either (i) form a CFD that includes the Project Site, (ii) annex the Project Site into an existing CFD or (iii) establish another lawful funding mechanism that is reasonably acceptable to the City. If a CFD is used, formation of the CFD must include, but not be limited to, compliance with the Mello – Roos Community Facilities Act of 1982 (Gov. Code, § 53311 et seq.), affirmative votes, and the recordation of a Notice of Special Tax Lien. Developer shall be responsible for all costs associated with the CFD proceedings or the implementation of the other lawful funding mechanism.

Or

- b. Direct funding. An agreement with the City, which shall be recorded against the Project Site, which stipulates that prior to the City's acceptance of the Infrastructure, Developer will deposit with the City such funds as are necessary to fund in perpetuity the long-term on-going costs of operation, maintenance and replacement of the Infrastructure, including all costs required to operate the streetlights and signals.

Or

- c. POA. Developer shall, at its expense, form a Property Owner's Association (POA) for the entire Project Site that will fund the on-going operation, maintenance and replacement costs of the agreed-upon Infrastructure serving the Project Site, with CC&Rs reasonably acceptable to the City Attorney. If the POA is the chosen funding mechanism, Developer must also annex into an existing CFD in a "dormant" capacity, with the required funding to be triggered if the POA is not created prior to the City's acceptance of any Infrastructure, or if the POA becomes, in the City's reasonable determination, unable to continue to fund the on-going operation, maintenance and replacement of the Infrastructure. If a POA and dormant CFD are the chosen funding mechanism, the CFD tax or assessment must be disclosed to all prospective buyers of all or any portion of the Project Site.

Exhibit B – Property Description

A.P.N.: 209-250-370-000

PARCEL ONE:

A PORTION OF THE SOUTH 1/2 OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, LYING NORTH OF THE NORTHERLY LINE OF THE UPPER MAIN CANAL OF THE WEST SIDE IRRIGATION DISTRICT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL DEEDLY OWNED BY BRIAN O'CONNOR, ET AL RECORDED FEBRUARY 19, 1999 AS INSTRUMENT NO. 1999-00000 IN JOAQUIN COUNTY RECORDS; SAID POINT BEING ON THE SOUTH LINE OF THE UPPER MAIN CANAL OF SECTION 25; THENCE ALONG THE SOUTHERLY PROLONGATION OF THE SOUTHERLY LINE OF THE O'CONNOR PARCEL, SOUTH 00° 02' 00" EAST A DISTANCE OF 1539.23 FEET TO THE NORTHERLY LINE OF THE UPPER MAIN CANAL ON THE FOLLOWING FOOTING:

**[1]NORTH 55° 00' 00" WEST A DISTANCE OF 81.63 FEET; THENCE
[2]NORTH 63° 22' 00" WEST A DISTANCE OF 1938.42 FEET; THENCE
[3]NORTH 46° 19' 02" WEST A DISTANCE OF 865.13 FEET; THENCE
[4]NORTH 51° 03' 00" WEST A DISTANCE OF 84.48 FEET**

TO THE SOUTH LINE OF THE NORTH 1/2 OF SECTION 25; THENCE ALONG THE SOUTHERLY LINE OF THE NORTH 1/2 OF SECTION 25, SOUTH 89° 22' 30" EAST A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR ROADWAY PURPOSES OVER A STRIP OF LAND 60.0 FEET IN WIDTH LOCATED ALONG THE NORTHERLY BOUNDARY OF THE SOUTHERLY LINE OF THE UPPER MAIN CANAL OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EXCEPTING THEREFROM THE EASTERLY 60.0 FEET, MORE OR LESS, LYING

That certain real property situated in the State of California, County of San Joaquin, described as follows:

PARCEL ONE:

A PORTION OF THE SOUTH 1/2 OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE UPPER MAIN CANAL, OF THE WEST SIDE IRRIGATION DISTRICT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN GRANT DEED TO BRIAN J. O'CONNER, ET AL RECORDED FEBRUARY 19, 1999 RECORDER'S INSTRUMENT NO. 99024031, SAN JOAQUIN COUNTY RECORDS, SAID POINT OF BEGINNING BEING ON THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 25; THENCE ALONG THE SOUTHERLY PROLONGATION OF THE WEST LINE OF SAID O'CONNER PARCEL, SOUTH 00° 02' 00" EAST A DISTANCE OF 1539.23 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF THE UPPER MAIN CANAL OF THE WEST SIDE IRRIGATION DISTRICT; THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE ON THE FOLLOWING TWO COURSES:

[1] SOUTH 55° 00' 00" EAST A DISTANCE OF 514.61 FEET; THENCE

[2] SOUTH 43° 46' 00" EAST A DISTANCE OF 106.90 FEET

TO THE MOST WESTERLY CORNER OF A 1.55 ACRE PARCEL DESIGNATED AS PARCEL 3 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FEBRUARY 27, 1989 IN BOOK OF PARCEL MAPS, BOOK 16, PAGE 62, SAN JOAQUIN COUNTY RECORDS; THENCE ALONG THE NORTHERLY LINE OF SAID 1.55 ACRE PARCEL 3 ON THE FOLLOWING THREE COURSES:

[1] NORTH 34° 00' 23" EAST A DISTANCE OF 49.19 FEET; THENCE

[2] SOUTH 87° 28' 37" EAST A DISTANCE OF 199.49 FEET; THENCE

[3] NORTH 79° 38' 00" EAST A DISTANCE OF 26.90 FEET

TO THE SOUTHWESTERLY CORNER OF A 5.33 ACRE PARCEL DESIGNATED AS PARCEL A AS SHOWN ON THAT CERTAIN PARCEL MAP FILED JULY 27, 1978 IN BOOK OF PARCEL MAPS, BOOK 6, PAGE 90, SAN JOAQUIN COUNTY RECORDS; THENCE ALONG THE WESTERLY LINE OF SAID 5.33 ACRE PARCEL A ON THE FOLLOWING THREE COURSES:

[1] NORTH 10° 22' 00" WEST A DISTANCE OF 45.00 FEET; THENCE

[2] NORTH 79° 38' 00" EAST A DISTANCE OF 19.26 FEET; THENCE

[3] NORTH 00° 02' 00" WEST A DISTANCE OF 753.57 FEET

TO THE NORTHWEST CORNER OF SAID 5.33 ACRE PARCEL A; THENCE ALONG THE NORTH LINE OF SAID 5.33 ACRE PARCEL A SOUTH 89° 58' 00" EAST A DISTANCE OF 300.00 FEET TO THE NORTHEAST CORNER OF SAID 5.33 ACRE PARCEL A; THENCE ALONG THE EAST LINE OF SAID 5.33 ACRE PARCEL A SOUTH 00° 02' 00" WEST A DISTANCE OF 721.47 FEET TO THE CENTER LINE OF A 45.00 FOOT WIDE PRIVATE ROAD RIGHT OF WAY AS SHOWN ON SAID PARCEL MAP FILED IN BOOK

OF PARCEL MAPS, BOOK 16, PAGE 62, SAN JOAQUIN COUNTY RECORDS, SAID POINT BEARS NORTH 00° 02' 00" EAST A DISTANCE OF 22.88 FEET FROM THE SOUTHEAST CORNER OF SAID 5.33 ACRE PARCEL A; THENCE ALONG SAID CENTER LINE NORTH 79° 38' 00" EAST A DISTANCE OF 362.60 FEET TO AN ANGLE POINT; THENCE CONTINUING ALONG SAID CENTER LINE NORTH 71° 20' 02" EAST A DISTANCE OF 206.78 FEET TO THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF A 1.05 ACRE PARCEL DESIGNATED AS PARCEL A AS SHOWN ON THAT CERTAIN PARCEL MAP FILED AUGUST 19, 1985 IN BOOK OF PARCEL MAPS, BOOK 13, PAGE 161, SAN JOAQUIN COUNTY RECORDS; THENCE ALONG SAID NORTHWESTERLY PROLONGATION SOUTH 44° 47' 36" EAST A DISTANCE OF 24.88 FEET TO THE MOST NORTHWESTERLY CORNER OF SAID 1.05 ACRE PARCEL A, SAID MOST NORTHWESTERLY CORNER BEING ON THE SOUTHEASTERLY LINE OF SAID 45.00 FOOT WIDE PRIVATE RIGHT OF WAY; THENCE ALONG THE NORTHWESTERLY LINE OF SAID 1.05 ACRE PARCEL A BEING ALSO THE SAID SOUTHEASTERLY RIGHT OF WAY LINE ON THE FOLLOWING TWO COURSES:

[1] NORTH 70° 27' 00" EAST A DISTANCE OF 170.70 FEET; THENCE

[2] NORTH 31° 02' 00" EAST A DISTANCE OF 105.00 FEET

TO THE MOST NORTHERLY CORNER OF SAID 1.05 ACRE PARCEL A; THENCE CONTINUING ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE ON THE FOLLOWING TWO COURSES:

[1] NORTH 31° 02' 00" EAST A DISTANCE OF 85.00 FEET; THENCE

[2] NORTH 20° 39' 00" EAST A DISTANCE OF 93.02 FEET

TO THE MOST SOUTHERLY CORNER OF THAT CERTAIN 1.69 ACRE PARCEL DESIGNATED AS PARCEL 1 AS SHOWN ON SAID PARCEL MAP, BOOK 16, PAGE 62, SAN JOAQUIN COUNTY RECORDS; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 1, NORTH 69° 21' 00" WEST A DISTANCE OF 209.68 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL 1; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1, NORTH 00° 02' 00" WEST A DISTANCE OF 300.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 1; THENCE ALONG THE NORTH LINE OF SAID PARCEL 1, NORTH 89° 58' 00" EAST A DISTANCE OF 210.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 1, SAID NORTHEAST CORNER ALSO BEING ON THE EAST LINE OF A 42.09 ACRE PARCEL DESIGNATED AS PARCEL 2 OF SAID PARCEL MAP, BOOK 16, PAGE 62, SAN JOAQUIN COUNTY RECORDS; THENCE ALONG THE EAST LINE OF SAID PARCEL 2, NORTH 00° 02' 00" WEST A DISTANCE OF 982.72 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 2, SAID NORTHEAST CORNER ALSO BEING ON THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 25; THENCE ALONG SAID SOUTH LINE OF THE NORTH 1/2 OF SECTION 25, ALSO BEING THE NORTH LINE OF SAID 42.09 ACRE PARCEL 2 AND THE NORTH LINE OF A 34.63 ACRE PARCEL DESIGNATED AS PARCEL 4 OF SAID PARCEL MAP, BOOK 16, PAGE 62, SAN JOAQUIN COUNTY RECORDS, NORTH 89° 22' 30" WEST A DISTANCE OF 1935.17 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

A NONEXCLUSIVE RIGHT OF WAY FOR ROADWAY PURPOSES OVER AND ACROSS A PORTION OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE SOUTH 0° 02' EAST ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 297.31 FEET; THENCE SOUTH 89° 58' WEST A DISTANCE OF 60 FEET TO THE WEST LINE OF LAMMERS ROAD AND BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED RIGHT OF WAY; THENCE SOUTH 50° 29' WEST 139.76 FEET; THENCE SOUTH 46° 14' WEST 155.60 FEET; THENCE SOUTH 38° 17' WEST 104.28 FEET; THENCE SOUTH 16° 01' WEST 87.86 FEET TO THE MOST NORTHWESTERLY CORNER OF PARCEL ONE DESCRIBED IN DEED TO BENJAMIN WANDRUFF, ET UX RECORDED MARCH 27, 1957 IN BOOK OF OFFICIAL RECORDS, BOOK 1957, PAGE 66, SAN JOAQUIN COUNTY RECORDS; THENCE ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID WANDRUFF LAND, THE FOLLOWING SIX COURSES:

- [1] SOUTH 19° 51' WEST 216.83 FEET;**
- [2] SOUTH 29° 50' WEST 252.50 FEET;**
- [3] SOUTH 20° 39' WEST 377.75 FEET;**
- [4] SOUTH 31° 02' WEST 190.00 FEET;**
- [5] SOUTH 70° 27' WEST 370.14 FEET;**
- [6] SOUTH 79° 38' WEST 704.53 FEET**

TO THE MOST WESTERLY CORNER OF SAID WANDRUFF LAND; THENCE NORTH 10° 22' WEST 45 FEET; THENCE NORTH 79° 38' EAST 700.92 FEET; THENCE NORTH 70° 27' EAST 350.41 FEET; THENCE NORTH 31° 02' EAST 169.79 FEET; THENCE NORTH 20° 39' EAST 377.27 FEET; THENCE NORTH 29° 50' EAST 252.18 FEET; THENCE NORTH 19° 51' EAST 211.39 FEET; THENCE NORTH 16° 01' EAST 95.21 FEET; THENCE NORTH 38° 17' EAST 116.27 FEET; THENCE NORTH 46° 14' EAST 160.40 FEET; THENCE NORTH 50° 29' EAST 178.50 FEET TO THE WEST LINE OF SAID LAMMERS ROAD;; THENCE SOUTH 0° 02' EAST ALONG THE WEST LINE OF SAID LAMMERS ROAD 58.30 FEET TO THE POINT OF BEGINNING.

EXCEPTING THAT PORTION OF SAID RIGHT OF WAY LYING WITHIN THE LINES OF THE ABOVE DESCRIBED PARCEL ONE.

Legal Description

For APN/Parcel ID(s): 209-250-13

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

A portion of the Southeast Quarter of Section 25, Township 2 South, Range 4 East, Mount Diablo Base and Meridian, more particularly described as follows:

Beginning at the Northeast corner of the Southeast One-Quarter of said Section 25; thence South 0°02' East along the East line of said Section 25, a distance of 222.93 feet to a point; thence South 74°57'50" West, 62.12 feet to a point on the West line of Lammers Road (a 60 foot road) said point also being the most Northerly corner of that certain right of way designated as Parcel Three in Deed to Donald F. Mc Geen, a single man, recorded April 4, 1968 in Volume 3199 of Official Records, Page 601; thence along the Northwesternly line of said parcel Three the following six (6) courses:

South 50°29' West; 178.50 feet;
thence South 46°14' West, 160.40;
thence South 38°17' West, 116.27 feet;
thence South 16°01' West, 95.21 feet;
thence South 19°51' West, 211.39 feet;
thence South 29°50' West, 57.21 feet ;
thence leaving said Northwesternly line of said Parcel Three, North 0°02' West, 900.38 feet to the North line of the Southeast One-Quarter of said Section 25; thence along the North line of said Southeast One-Quarter, South 89°22'30" East, 512.50 feet to the point of beginning.

PARCEL TWO:

A non-exclusive right of way 45 feet in width for roadway purposes over and across a portion of the Southeast One-Quarter of Section 25, Township 2 South, Range 4 East, Mount Diablo Base and Meridian, described as follows:

Commencing at the Northeast corner of the Southeast One-Quarter of said Section 25; thence South 0°02' East, along the East line of said Section 25, a distance of 222.93 feet to a point; thence South 74°57'50" West, 62.12 feet to a point on the West line of Lammers Road (a 60 foot road) said point also being the most Northerly corner of that certain right-of-way designated as Parcel Three in Deed to Donald F. Mc Geen, a single man, recorded April 4, 1968 in Volume 3199 of Official Records, Page 601, said Northerly corner also being the TRUE POINT OF BEGINNING of the herein described right of way; thence along the Northwesternly line of said Parcel Three, the following six (6) courses:

South 50°29' West; 178.50 feet;
thence South 46°14' West, 160.40;
thence South 38°17' West, 116.27 feet;
thence South 16°01' West, 95.21 feet;
thence South 19°51' West, 211.39 feet;
thence South 29°50' West, 57.21 feet ;
thence leaving said Northwesternly line, South 0°02' East, 90.36 feet to a point on the Southeasterly line of said Parcel Three; thence along said Southeasterly line the following six (6) courses:

North 29°50' East, 139.50 feet;
thence North 19°51' East, 216.83 feet;
thence North 16°01' East, 87.86 feet;
thence North 38°17' East, 104.28 feet;
thence North 46°14' East, 155.60 feet;
thence North 50°29' East, 139.76 feet to a point on the West line of Lammers Road; thence North 0°02' West, along the

Legal Description
(continued)

West line of Lammers Road, 58.30 feet to the true point of beginning.

PARCEL THREE:

A portion of the Southeast Quarter of Section 25, Township 2 South, Range 4 East, Mount Diablo Base and Meridian, described as follows:

Commencing at the Northeast corner of the Southeast Quarter of said Section 25; thence North $89^{\circ}22'30''$ West, along the North line of the Southeast Quarter, a distance of 512.50 feet to the Northeast corner of property as described in Deed to William C. Poole, et ux, recorded February 11, 1974, in Book 3842, Page 502, San Joaquin County Records, and the TRUE POINT OF BEGINNING of the hereinafter described parcel of land; thence South $0^{\circ}02'$ East, a distance of 900.38 feet; thence South $29^{\circ}50'$ West, a distance of 194.94 feet; thence South $20^{\circ}39'$ West, a distance of 129.94 feet; thence North $0^{\circ}02'$ West, a distance of 1192.67 feet to the North line of said Southeast Quarter of Section 25; thence South $89^{\circ}22'30''$ East, a distance of 143.00 feet to the point of beginning.

Said property being shown as that 3.389 acre "Addition" on Record of Survey filed for record May 29, 1974 in Book 25 of Surveys, page 167, San Joaquin County Records.

Exhibit C - Contact Information of Authorized Representative

<u>Name of Person</u>	<u>Company Name</u>	<u>Telephone Number</u>
Matthew Sims	Prologis, LP	(510) 298-9810
Michael Bassillios	Kier & Wright Engineers	(925) 245-8788

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Exhibit D – Irrevocable Offer of Dedication

Recording Requested by: City
of Tracy

Return to:

Adrienne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Space above this line for

APN: 209-250-370

Recording Fee: Exempt

Recorder's use (Government Code Section 6103 and 27383)

Documentary Transfer Tax:

Exempt (Revenue and Taxation

Code Section 11922)

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, Kashmir Takhar, an unmarried woman, represents that, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor") as set forth on Exhibit A, Grantor hereby makes an Irrevocable Offer of Dedication of fee interest in the property described on Exhibit B to THE CITY OF TRACY, A MUNICIPAL CORPORATION, subject, however, to the permissible encumbrances set forth in Exhibit C, the hereinafter described real property for the following public purpose:

STREETS AND OTHER PUBLIC PURPOSES

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT AND LEGAL DEPICTION

EXHIBIT C FOR PERMISSIBLE ENCUMBRANCES

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

(Notary Acknowledgment Required for Each signatory)

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No.

_____, dated _____, 20____, and the grantee consents to the recordation thereof.


DATED:

By: _____
City of Tracy

[Signature Page Irrevocable Offer of Dedication Of Fee Interest]

Signed this 6th day of September, 2023.

Grantor:


KASHMIR TAKHAR, an unmarried woman

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA)
) §
County of Santa Clara)

On 09/06/2023, before me, Michael Austin, Notary Public
_____ a Notary Public, personally appeared Kashmir Takhar

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Michael Austin
Signature of Notary



(Affix seal here)

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
_____ a Notary Public, personally appeared _____

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT A - LEGAL DESCRIPTION

PARCEL ONE:

A PORTION OF THE SOUTH 1/2 OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 4 EAST. MOUNT DIABLO BASE AND MERIDIAN, LYING NORTH OF THE NORTHERLY LINE OF THE UPPER MAIN CANAL OF THE WEST SIDE IRRIGATION DISTRICT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN GRANT DEED TO BRIAN O'CONNOR, ET AL, RECORDED FEBRUARY 19, 1999, AS INSTRUMENT NO. 99024031, SAN JOAQUIN COUNTY RECORDS; SAID POINT BEING ON THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 25; THENCE ALONG THE SOUTHERLY PROLONGATION OF THE WEST LINE OF SAID O'CONNOR PARCEL, SOUTH 00° 02' 00" EAST A DISTANCE OF 1539.23 FEET TO THE NORTHERLY LINE OF THE UPPER MAIN CANAL OF THE WEST SIDE IRRIGATION DISTRICT; THENCE ALONG SAID NORTHERLY LINE OF THE UPPER MAIN CANAL ON THE FOLLOWING FOUR (4) COURSES:

- 1) NORTH 55° 00' 00" WEST A DISTANCE OF 81.63 FEET; THENCE
- 2) NORTH 63° 22' 00" WEST A DISTANCE OF 1938.42 FEET; THENCE
- 3) NORTH 46° 19' 02" WEST A DISTANCE OF 865.13 FEET; THENCE
- 4) NORTH 51° 03' 00" WEST A DISTANCE OF 84.48 FEET,

TO THE SOUTH LINE OF THE NORTH 1/2 OF SECTION 25; THENCE ALONG SAID SOUTH LINE OF THE NORTH 1/2 OF SECTION 25, SOUTH 89° 22' 30" EAST A DISTANCE OF 2490.20 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR ROADWAY PURPOSES OVER A STRIP OF LAND THIRTY (30) FEET IN WIDTH LOCATED ALONG THE NORTHERLY BOUNDARY OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING THEREFROM THE EASTERLY 60.0 FEET, MORE OR LESS, LYING WITHIN LAMMERS ROAD.

For conveyancing purposes only: APN 209-250-370

EXHIBIT B - LEGAL DESCRIPTION AND PLAT

60.5' RIGHT OF WAY
DEDICATION

ALL THAT CERTAIN PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JANUARY 19, 2022, AS INSTRUMENT NO. 2022-007839, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LANDS, ALSO BEING THE WESTERLY LINE OF LANDS DESCRIBED IN THAT GRANT DEED RECORDED JANUARY 24, 2003 AS INSTRUMENT NO. 2003-016519;

THENCE ALONG THE EASTERLY LINE OF SAID PARCEL, SOUTH 00° 26' 51" WEST, 60.50 FEET;

THENCE LEAVING SAID WESTERLY LINE THE FOLLOWING THREE COURSES:

- 1) NORTH 88° 53' 38" WEST, 1755.06 FEET,
- 2) NORTH 86° 31' 10" WEST, 281.05 FEET TO A CURVE TO THE RIGHT, AND
- 3) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 750.00 FEET, THROUGH A CENTRAL ANGLE OF 18° 33' 30", FOR AN ARC LENGTH OF 242.93 FEET TO THE SOUTHERLY LINE OF PARCEL A AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD AUGUST 14, 2006 IN BOOK 24, AT PAGE 23.

THENCE ALONG LAST SAID LINE, SOUTH 88° 53' 38" EAST, 2272.05 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 128,885± SQUARE FEET OR 2.9588± ACRES OF LAND.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



DEAN A. JURADO
L.S. 9032

8-31-23
DATE

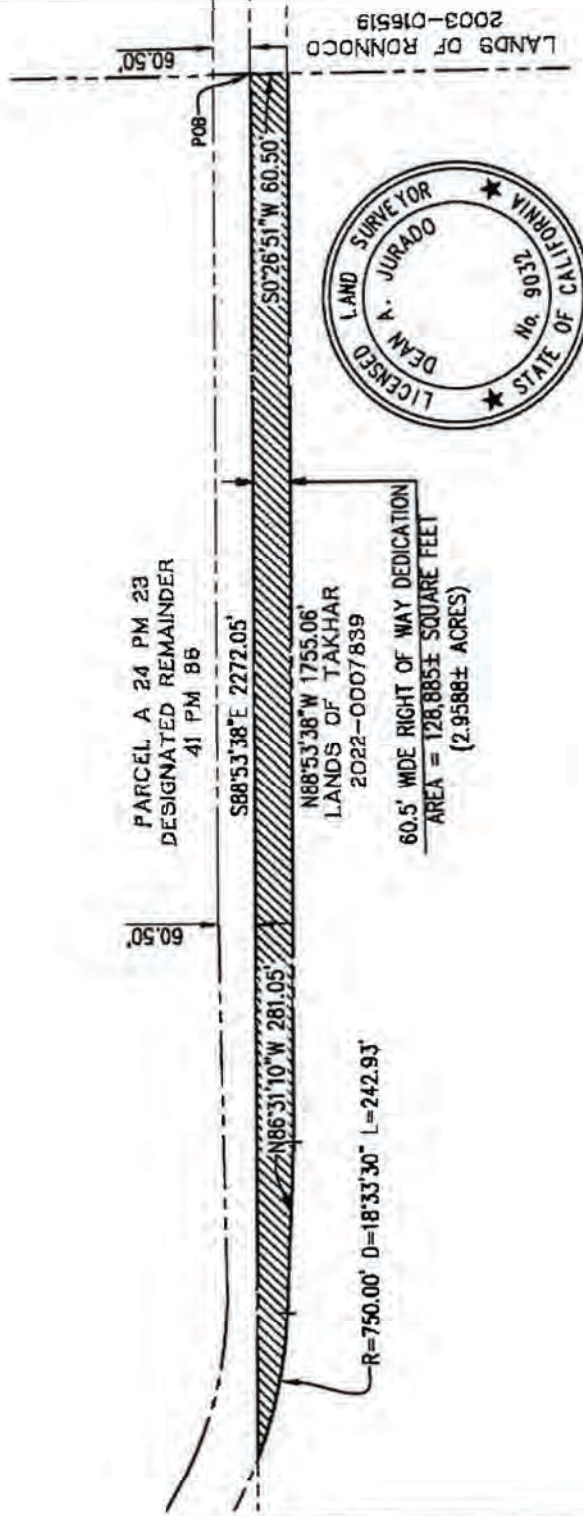


LEGEND

OR
POINT OF BEGINNING



0 125' 250' 500'
Scale 1" = 250'



DATE	JUNE, 2022
SCALE	1" = 250'
BY	DAJ
JOB NO.	A09500-424
SHEET	1 OF 1

EXHIBIT "C"
60.5' RIGHT OF WAY DEDICATION
CALIFORNIA

KIER+WRIGHT
2850 Collier Canyon Road
Livermore, CA 94551
Phone: (925) 245-5788
www.kierwright.com

TRACY,

EXHIBIT C – PERMITTED EXCEPTIONS

1. An easement for irrigation lateral and incidental purposes, recorded August 11, 1939 in Book 666, Page 11 and June 15, 1946, Book 980, Page 491 of Official Records.

In Favor of: West Side Irrigation District
Affects: As described therein

2. The terms, provisions and easement(s) contained in the document entitled "Contract and Grant of Easement" recorded June 11, 1953 in Book 1532, Page 119 of Official Records.

3. An easement for right to use concrete pipeline and incidental purposes, recorded April 28, 1969 in Book 3300, Page 1 of Official Records.

In Favor of: Benjamin Y. Curran and Arlene S. Curran, his wife
Affects: As described therein

Recording Requested by:
City of Tracy

Return to:
Adrienne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Space above this line for Recorder's use

APN: 209-250-36

Recording Fee: Exempt (Government Code Section 6103 (City shall not pay any fee for the filing of any document) and Section 27383 (No fee shall be charged by the recorder for services rendered any municipality except for making a copy))

Documentary Transfer Tax: Exempt (Revenue and Taxation Code Section 11922 (Any instrument to which any state or territory of political subdivision thereof is a party shall be exempt from any tax imposed when the exempt agency is acquiring title))

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, RONNOCO PROPERTIES OF TRACY, L.P., a California limited partnership, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor") as set forth on Exhibit A, Grantor hereby makes an Irrevocable Offer of Dedication of fee interest in the property described on Exhibit B to THE CITY OF TRACY, A MUNICIPAL CORPORATION, subject, however, to the permissible encumbrances set forth in Exhibit C, the hereinafter described real property for the following public purpose:

STREETS AND OTHER PUBLIC PURPOSES

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT

EXHIBIT C FOR PERMISSIBLE ENCUMBRANCES


This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

SIGNATURE PAGE

Signed this 14th day of March, 2025

RONNOCO PROPERTIES OF TRACY, L.P.,
a California limited partnership

By: 
Name: Seamus O'Connor
Title: Partner

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

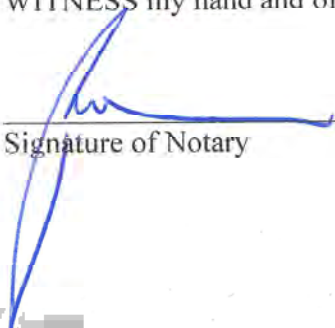
STATE OF CALIFORNIA)
) §
County of Alameda)

On March 14, 2025, before me, Tammy Kwan
a Notary Public, personally appeared Seamus O'Connor

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary



(Affix seal here)

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. _____, dated _____, _____, and the grantee consents to the recordation thereof.

DATED: _____

By: _____

City of Tracy

Exhibit A
Grantor Parcel

The Land referred to herein below is situated in an Unincorporated Area of the County of San Joaquin, State of California, and is described as follows:

A PORTION OF THE SOUTH 1/2 OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE UPPER MAIN CANAL OF THE WEST SIDE IRRIGATION DISTRICT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN GRANT DEED TO BRIAN J. O'CONNOR, ET AL RECORDED FEBRUARY 19, 1999 RECORDER'S INSTRUMENT NO. 99024031, SAN JOAQUIN COUNTY RECORDS, SAID POINT OF BEGINNING BEING ON THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 25;

THENCE ALONG THE SOUTHERLY PROLONGATION OF THE WEST LINE OF SAID O'CONNOR PARCEL, SOUTH 00° 02' 00" EAST A DISTANCE OF 1539.23 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF THE UPPER MAIN CANAL OF THE WEST SIDE IRRIGATION DISTRICT;

THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE ON THE FOLLOWING TWO COURSES:

[1] SOUTH 55° 00' 00" EAST A DISTANCE OF 514.61 FEET; THENCE

[2] SOUTH 43° 46' 00" EAST A DISTANCE OF 106.90 FEET TO THE MOST WESTERLY CORNER OF A 1.55 ACRE PARCEL DESIGNATED AS PARCEL 3 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FEBRUARY 27, 1989 IN BOOK OF PARCEL MAPS, BOOK 16, PAGE 62, SAN JOAQUIN COUNTY RECORDS;

THENCE ALONG THE NORTHERLY LINE OF SAID 1.55 ACRE PARCEL 3 ON THE FOLLOWING THREE COURSES:

[1] NORTH 34° 00' 23" EAST A DISTANCE OF 49.19 FEET; THENCE

[2] SOUTH 87° 28' 37" EAST A DISTANCE OF 199.49 FEET; THENCE

[3] NORTH 79° 38' 00" EAST A DISTANCE OF 26.90 FEET TO THE SOUTHWESTERLY CORNER OF A 5.33 ACRE PARCEL DESIGNATED AS PARCEL A AS SHOWN ON THAT CERTAIN PARCEL MAP FILED JULY 27, 1978 IN BOOK OF PARCEL MAPS, BOOK 6, PAGE 90, SAN JOAQUIN COUNTY RECORDS;

THENCE ALONG THE WESTERLY LINE OF SAID 5.33 ACRE PARCEL A ON THE FOLLOWING THREE COURSES:

[1] NORTH 10° 22' 00" WEST A DISTANCE OF 45.00 FEET; THENCE

[2] NORTH 79° 38' 00" EAST A DISTANCE OF 19.26 FEET; THENCE

[3] NORTH 00° 02' 00" WEST A DISTANCE OF 753.57 FEET TO THE NORTHWEST CORNER OF SAID 5.33 ACRE PARCEL A;

THENCE ALONG THE NORTH LINE OF SAID 5.33 ACRE PARCEL A SOUTH 89° 58' 00" EAST A DISTANCE OF 300.00 FEET TO THE NORTHEAST CORNER OF SAID 5.33 ACRE PARCEL A; THENCE ALONG THE EAST LINE OF SAID 5.33 ACRE PARCEL A SOUTH 00° 02' 00" WEST A DISTANCE OF 721.47 FEET TO THE CENTER LINE OF A 45.00 FOOT WIDE PRIVATE ROAD RIGHT OF WAY AS SHOWN ON SAID PARCEL MAP FILED IN BOOK OF PARCEL MAPS, BOOK 16, PAGE 62, SAN JOAQUIN COUNTY RECORDS. SAID POINT BEARS NORTH 00° 02' 00" EAST A DISTANCE OF 22.88 FEET FROM THE SOUTHEAST CORNER OF SAID 5.33 ACRE PARCEL A; THENCE ALONG SAID CENTER LINE NORTH 79° 38' 00" EAST A DISTANCE OF 362.60 FEET TO AN ANGLE POINT;

THENCE CONTINUING ALONG SAID CENTER LINE NORTH 71° 20' 02" EAST A DISTANCE OF 206.78 FEET TO THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF A 1.05 ACRE PARCEL DESIGNATED AS PARCEL A AS SHOWN ON THAT CERTAIN PARCEL MAP FILED AUGUST 19, 1985 IN BOOK OF PARCEL MAPS, BOOK 13, PAGE 161, SAN JOAQUIN COUNTY RECORDS;

THENCE ALONG SAID NORTHWESTERLY PROLONGATION SOUTH 44° 47' 36" EAST A DISTANCE OF 24.88 FEET TO THE MOST NORTHWESTERLY CORNER OF SAID 1.05 ACRE PARCEL A; SAID MOST NORTHWESTERLY CORNER BEING ON THE SOUTHEASTERLY LINE OF SAID 45.00 FOOT WIDE PRIVATE RIGHT OF WAY;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID 1.05 ACRE PARCEL A BEING ALSO THE SAID SOUTHEASTERLY RIGHT OF WAY LINE ON THE FOLLOWING TWO COURSES:

[1] NORTH 70° 27' 00" EAST A DISTANCE OF 170.70 FEET; THENCE

[2] NORTH 31° 02' 00" EAST A DISTANCE OF 105.00 FEET TO THE MOST NORTHERLY CORNER OF SAID 1.05 ACRE PARCEL A;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE ON THE FOLLOWING TWO COURSES:

[1] NORTH 31° 02' 00" EAST A DISTANCE OF 85.00 FEET; THENCE

[2] NORTH 20° 39' 00" EAST A DISTANCE OF 93.02 FEET TO THE MOST SOUTHERLY CORNER OF THAT CERTAIN 1.69 ACRE PARCEL DESIGNATED AS PARCEL 1 AS SHOWN ON SAID PARCEL MAP, BOOK 16, PAGE 62, SAN JOAQUIN COUNTY RECORDS;

THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 1, NORTH 69° 21' 00" WEST A DISTANCE OF 209.68 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL 1;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1, NORTH 00° 02' 00" WEST A DISTANCE OF 300.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 1;

THENCE ALONG THE NORTH LINE OF SAID PARCEL 1, NORTH 89° 58' 00" EAST A DISTANCE OF 210.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 1, SAID NORTHEAST CORNER ALSO BEING ON THE EAST LINE OF A 42.09 ACRE PARCEL DESIGNATED AS PARCEL 2 OF SAID PARCEL MAP, BOOK 16, PAGE 62, SAN JOAQUIN COUNTY RECORDS;

THENCE ALONG THE EAST LINE OF SAID PARCEL 2, NORTH 00° 02' 00" WEST A DISTANCE OF 982.72 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 2, SAID NORTHEAST CORNER ALSO BEING ON THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 25;

THENCE ALONG SAID SOUTH LINE OF THE NORTH 1/2 OF SECTION 25, ALSO BEING THE NORTH LINE OF SAID 42.09 ACRE PARCEL 2 AND THE NORTH LINE OF A 34.63 ACRE PARCEL DESIGNATED AS PARCEL 4 OF SAID PARCEL MAP, BOOK 16, PAGE 62, SAN JOAQUIN COUNTY RECORDS, NORTH 89° 22' 30" WEST A DISTANCE OF 1935.17 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"
LEGAL DESCRIPTION

ALL THAT CERTAIN PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JANUARY 24, 2003, AS DOCUMENT NO. 2003-016519, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LANDS, ALSO BEING THE WESTERLY LINE OF LANDS DESCRIBED IN THAT CERTAIN TRUST TRANSFER OF DEED RECORDED SEPTEMBER 30, 2021, AS DOCUMENT NO. 2021-164744, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

THENCE ALONG THE EASTERLY LINE OF SAID PARCEL (2003-016519 OR), SOUTH 00° 26' 51" WEST, 60.50 FEET;

THENCE LEAVING THE SAID EASTERLY LINE, NORTH 88° 53' 38" WEST, 1935.17 FEET TO A POINT ON THE EASTERLY LINE OF LANDS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JANUARY 19, 2022, AS INSTRUMENT 2022-007839;

THENCE ALONG SAID EASTERLY LINE, NORTH 0° 26' 51" EAST, 60.50 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON DECEMBER 31, 2001, AS INSTRUMENT 2001-213496;

THENCE SOUTH 88° 53' 38" EAST, 1935.17 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 117,078 SQUARE FEET OR 2.6677 ACRES OF LAND, MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

DESCRIPTION PREPARED BY KIER & WRIGHT CIVIL ENGINEERS AND SURVEYORS, INC.



GARY K. LAMB, PLS 6627

03-19-25

DATE



LEGEND

OR OFFICIAL RECORDS
POB POINT OF BEGINNING



0 125' 250' 500'

Scale 1" = 250'

SSOUTH PARCEL
INVESTOR, LLC
DN 2016-066749

LANDS OF TAKHAR
DN 2022-007839

60.50'

N0°26'51"E 60.50'

LANDS OF RONNOCCO
DN 2001-213496

S88°53'38"E 1935.17'

N88°53'38"W 1935.17'

LANDS OF RONNOCO
D.N. 2003-016519

60.5' ROAD DEDICATION
117,078± SQUARE FEET
(2.6677± ACRES)

PCB

S0°26'51"W 60.50'

LANDS GARCIA TRUST
DN 2021-164744

60.50'




KIER+WRIGHT
2850 Collier Canyon Road
Livermore, CA 94551
Phone: (925) 245-8788
www.kierwright.com

EXHIBIT " B "

60.5' RIGHT OF WAY DEDICATION

TRACY,

CALIFORNIA

DATE	JAN., 2025
SCALE	1" = 250'
BY	DAJ
JOB NO.	A09500-424
SHEET	1 OF 1

EXHIBIT C
PERMITTED EXCEPTIONS

All matters of record.

Recording Requested
by: City of Tracy

Return to:
Adrienne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Space above this line for Recorder's use

APN: Portion 209-250-130

Recording Fee: Exempt (Government Code Section 6103 (City shall not pay any fee for the filing of any document) and Section 27383 (No fee shall be charged by the recorder for services rendered any municipality except for making a copy))

Documentary Transfer Tax: Exempt (Revenue and Taxation Code Section 11922 (Any instrument to which any state or territory of political subdivision thereof is a party shall be exempt from any tax imposed when the exempt agency is acquiring title))

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, PRIMITIVO GARCIA-RODRIGUEZ AND SOFIA GARCIA, TRUSTEES OF THE GARCIA REVOCABLE TRUST DATED DECEMBER 20, 2013 represents that, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor") as set forth on Exhibit A, Grantor hereby makes an Irrevocable Offer of Dedication of fee interest in the property described on Exhibit B to THE CITY OF TRACY, A MUNICIPAL CORPORATION, subject, however, to the permissible encumbrances set forth in Exhibit C, the hereinafter described real property for the following public purpose:

STREETS AND OTHER PUBLIC PURPOSES

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT


EXHIBIT C FOR PERMISSIBLE ENCUMBRANCES

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

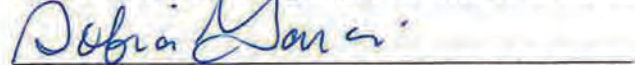
This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

SIGNATURE PAGE

Signed this 10th day of October, 2024

Grantor Signatures: 

Primitivo Garcia Rodriguez, as Co-Trustee of the Garcia Revocable Trust dated December 20, 2013



Sofia Garcia, as Co-Trustee of the Garcia Revocable Trust dated December 20, 2013

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA)
) §
County of _____)

SEE ATTACHED CERTIFICATE *JMS*

On _____, before me, _____

a Notary Public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA)
) §
County of _____)

SEE ATTACHED CERTIFICATE

SMA

On _____, before me, _____

a Notary Public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Alameda }

On OCT 10 2024 before me, Sandra M. Dooley, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Primitivo Garcia Rodriguez and Sofia Garcia
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Sandra M. Dooley
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Irrevocable offer of Dedication of Fee Interest

Document Date: N/A Number of Pages: N/A

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. _____, dated _____, _____, and the grantee consents to the recordation thereof.

DATED: _____

By: _____

City of Tracy

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT A
LEGAL DESCRIPTION

ALL THAT CERTAIN PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE TRUST TRANSFER DEED RECORDED ON DECEMBER 17, 2012, AS INSTRUMENT NO. 2012-166799, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LANDS, ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF LAMMERS ROAD (WIDTH VARIES);

THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, SOUTH 00° 26' 20" WEST, 122.63 FEET;

THENCE LEAVING SAID RIGHT OF WAY LINE, NORTH 44° 13' 28" WEST, 89.39 FEET;

THENCE NORTH 88° 53' 38" WEST, 533.09 FEET TO THE EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE GRANT DEED RECORDED ON JANUARY 24, 2003, AS INSTRUMENT NO. 2003-016519;

THENCE NORTH 00° 26' 51" EAST, 60.50 FEET TO THE SOUTHERLY LINE OF LAND DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON DECEMBER 31, 2001, AS INSTRUMENT NO. 2001-213496;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 88° 53' 38" EAST, 595.22 FEET TO THE POINT OF **BEGINNING**.

CONTAINING 37,942± SQUARE FEET OR 0.8710± ACRES OF LAND.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

EXHIBIT B
PLAT

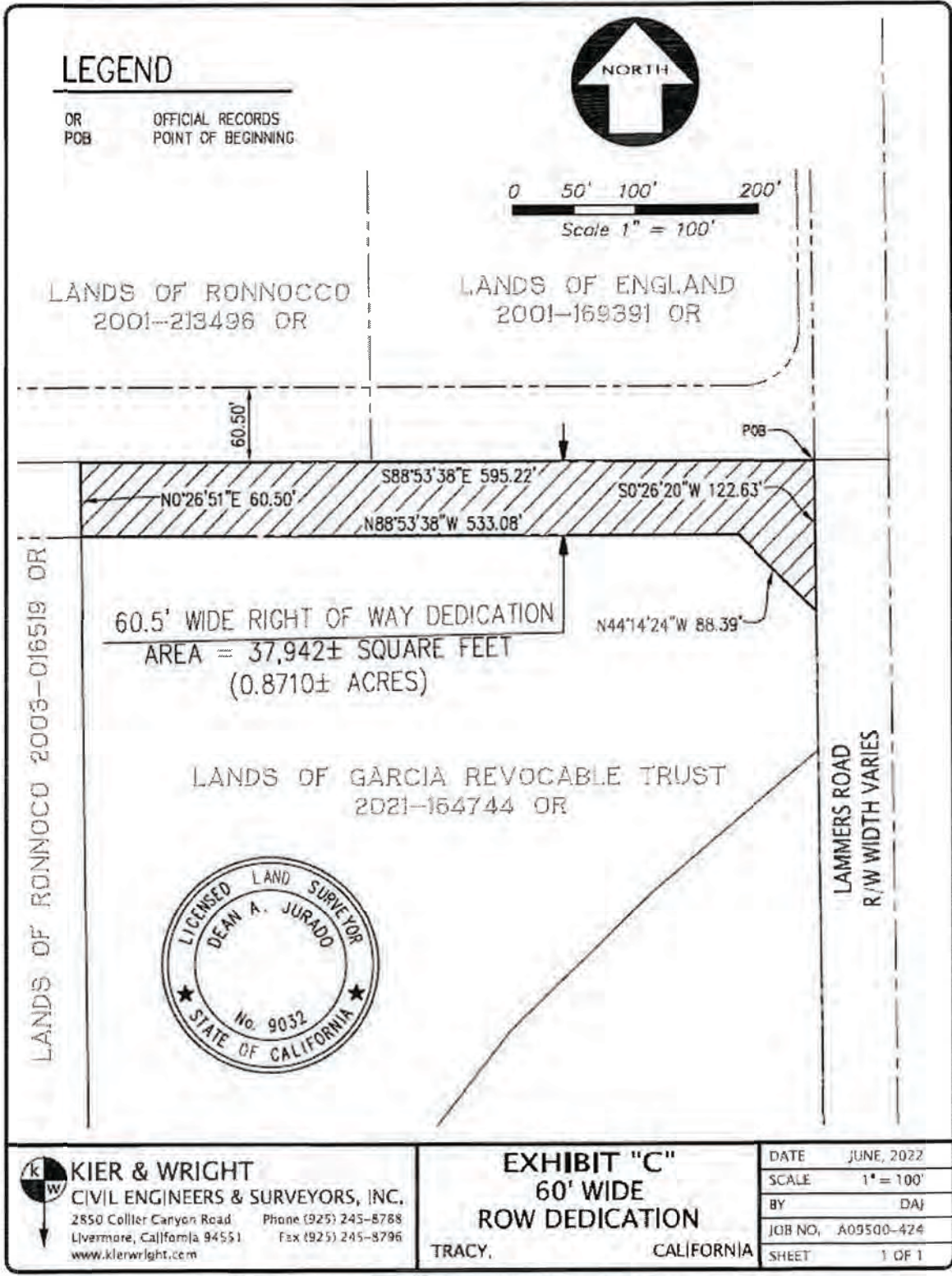


EXHIBIT C
PERMITTED EXCEPTIONS

All Matters of Record

Exhibit E – Fee Credit

Preliminary Estimated Credit / Reimbursement for Construction of Promontory Parkway Extension from Pavillion Parkway to Lammers Road
1/17/2025

Unit Type	Units	FY 12/13							FY 24/25							Notes
		Unit Cost w/ Mark-Up	Total CIP Cost	Land Cost	Total Cost of Land Acquisition	Estimated Const. Cost	40% mark up per DA	Eligible for Credit ¹	Unit Cost w/ Mark-Up	Total CIP Cost	Land Cost	Total Cost of Land Acquisition	Estimated Const. Cost	40% mark up per DA	Eligible for Credit ¹	
LF	4,818	\$ 945.32	\$ 4,554,665.00	\$ 439.62	\$ 2,118,142.00	\$ 1,740,374.00	\$ 696,149.00	\$ 2,436,523.00	\$ 1,332.63	\$ 6,420,759.00	\$ 619.74	\$ 2,985,967.00	\$ 2,453,423.00	\$ 981,369.00	\$ 3,434,792.00	3,262 is the length in the Master Plan for these segments but Pavillion extension was moved. Building 2 lanes without the median, including fire hydrants.
EA	1	\$ 156,482.65	\$ 156,483.00	\$ 38,807.07	\$ 38,807.00	\$ 84,054.00	\$ 33,622.00	\$ 117,676.00	\$ 220,595.22	\$ 220,595.00	\$ 54,706.73	\$ 54,707.00	\$ 118,491.00	\$ 47,397.00	\$ 165,888.00	
LF	4,896	\$ 36.72	\$ 179,779.00	\$ -	\$ -	\$ 128,414.00	\$ 51,365.00	\$ 179,779.00	\$ 51.76	\$ 253,436.00	\$ -	\$ -	\$ 181,026.00	\$ 72,410.00	\$ 253,436.00	
		\$ 4,890,927.00	\$ 4,890,927.00	\$ -	\$ 2,156,949.00	\$ 1,952,842.00	\$ 781,136.00	\$ 2,733,978.00	\$ 6,894,790.00	\$ 6,894,790.00	\$ 3,040,674.00	\$ 3,040,674.00	\$ 2,752,940.00	\$ 1,101,176.00	\$ 3,854,116.00	
		\$ 4,890,927.00	\$ 4,890,927.00	\$ -	\$ 2,156,949.00	\$ 1,952,842.00	\$ 781,136.00	\$ 2,733,978.00	\$ 6,894,790.00	\$ 6,894,790.00	\$ 3,040,674.00	\$ 3,040,674.00	\$ 2,752,940.00	\$ 1,101,176.00	\$ 3,854,116.00	

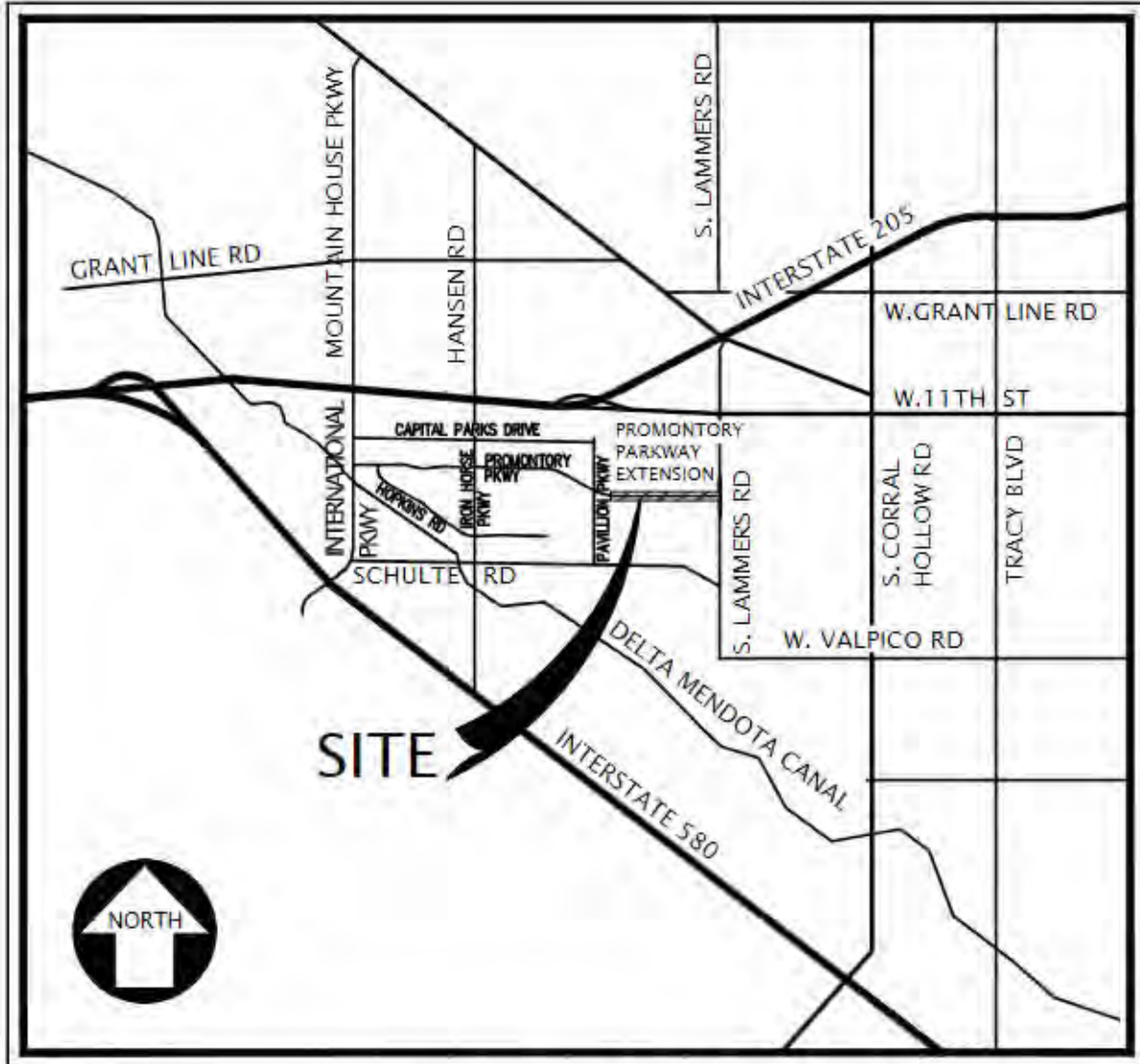
ing credits. If the PM payment is not received, the PM will need to be removed from the total eligible credit.
s have been escalated by the Engineer's News Record San Francisco Construction Cost Index to June 2024 costs (15,367.38/10,901.09).

Building Permit ¹										
Plan Check ²	FY 12/13					FY 24/25				
	CM & I 3%	Conting 5%	PM 4%	Total Costs Due to City at BP		Plan Check ²	CM & I 3%	Conting 5%	PM 4%	Total Costs Due to City at BP
TBD	\$ 52,211.22	\$ 87,018.70	\$ 69,614.96	\$ 208,844.88		TBD	\$ 73,602.69	\$ 122,671.15	\$ 98,136.92	\$ 294,410.76
TBD	\$ 2,521.62	\$ 4,202.70	\$ 3,362.16	\$ 10,086.48		TBD	\$ 3,554.73	\$ 5,924.55	\$ 4,739.64	\$ 14,218.92
TBD	\$ 3,852.42	\$ 6,420.70	\$ 5,136.56	\$ 15,409.68		TBD	\$ 5,430.78	\$ 9,051.30	\$ 7,241.04	\$ 21,723.12
TBD	\$ 58,585.26	\$ 97,642.10	\$ 78,113.68	\$ 234,341.04		TBD	\$ 82,588.20	\$ 137,647.00	\$ 110,117.60	\$ 330,352.80
TBD	\$ 58,585.26	\$ 97,642.10	\$ 78,113.68	\$ 234,341.04		TBD	\$ 82,588.20	\$ 137,647.00	\$ 110,117.60	\$ 330,352.80

tion cost per the Development Agreement dated January 6, 2014. The Developer can choose to reduce the amount eligible for credits by the Program Management fees

ule to Modify the Development Services Public Improvement Plan Check Fee adopted on September 2, 2014 and are due at the time of Building Permit Issuance.

Attachment A – Vicinity Map



VICINITY MAP

N.T.S.

Recording Requested by: City
of Tracy

Return to:

Adrienne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Space above this line for

APN: 209-250-370

Recording Fee: Exempt

Recorder's use (Government Code Section 6103 and 27383)

Documentary Transfer Tax:

Exempt (Revenue and Taxation

Code Section 11922)

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, Kashmir Takhar, an unmarried woman, represents that, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor") as set forth on Exhibit A, Grantor hereby makes an Irrevocable Offer of Dedication of fee interest in the property described on Exhibit B to THE CITY OF TRACY, A MUNICIPAL CORPORATION, subject, however, to the permissible encumbrances set forth in Exhibit C, the hereinafter described real property for the following public purpose:

STREETS AND OTHER PUBLIC PURPOSES

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT AND LEGAL DEPICTION

EXHIBIT C FOR PERMISSIBLE ENCUMBRANCES

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

(Notary Acknowledgment Required for Each signatory)

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No.

_____, dated _____, 20____, and the grantee consents to the recordation thereof.

DATED:


By: _____

City of Tracy

[Signature Page Irrevocable Offer of Dedication Of Fee Interest]

Signed this 6th day of September, 2023.

Grantor:


KASHMIR TAKHAR, an unmarried woman

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA)

) §
County of Santa Clara)

On 09/06/2023, before me, Michael Austin, Notary Public
_____ a Notary Public, personally appeared Kashmir Takhar

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Michael Austin
Signature of Notary



(Affix seal here)

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
_____ a Notary Public, personally appeared _____
_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT A - LEGAL DESCRIPTION

PARCEL ONE:

A PORTION OF THE SOUTH 1/2 OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 4 EAST. MOUNT DIABLO BASE AND MERIDIAN, LYING NORTH OF THE NORTHERLY LINE OF THE UPPER MAIN CANAL OF THE WEST SIDE IRRIGATION DISTRICT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN GRANT DEED TO BRIAN O'CONNOR, ET AL, RECORDED FEBRUARY 19, 1999, AS INSTRUMENT NO. 99024031, SAN JOAQUIN COUNTY RECORDS; SAID POINT BEING ON THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 25; THENCE ALONG THE SOUTHERLY PROLONGATION OF THE WEST LINE OF SAID O'CONNOR PARCEL, SOUTH 00° 02' 00" EAST A DISTANCE OF 1539.23 FEET TO THE NORTHERLY LINE OF THE UPPER MAIN CANAL OF THE WEST SIDE IRRIGATION DISTRICT; THENCE ALONG SAID NORTHERLY LINE OF THE UPPER MAIN CANAL ON THE FOLLOWING FOUR (4) COURSES:

- 1) NORTH 55° 00' 00" WEST A DISTANCE OF 81.63 FEET; THENCE
- 2) NORTH 63° 22' 00" WEST A DISTANCE OF 1938.42 FEET; THENCE
- 3) NORTH 46° 19' 02" WEST A DISTANCE OF 865.13 FEET; THENCE
- 4) NORTH 51° 03' 00" WEST A DISTANCE OF 84.48 FEET,

TO THE SOUTH LINE OF THE NORTH 1/2 OF SECTION 25; THENCE ALONG SAID SOUTH LINE OF THE NORTH 1/2 OF SECTION 25, SOUTH 89° 22' 30" EAST A DISTANCE OF 2490.20 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR ROADWAY PURPOSES OVER A STRIP OF LAND THIRTY (30) FEET IN WIDTH LOCATED ALONG THE NORTHERLY BOUNDARY OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING THEREFROM THE EASTERLY 60.0 FEET, MORE OR LESS, LYING WITHIN LAMMERS ROAD.

For conveyancing purposes only: APN 209-250-370

EXHIBIT B - LEGAL DESCRIPTION AND PLAT

60.5' RIGHT OF WAY
DEDICATION

ALL THAT CERTAIN PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JANUARY 19, 2022, AS INSTRUMENT NO. 2022-007839, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LANDS, ALSO BEING THE WESTERLY LINE OF LANDS DESCRIBED IN THAT GRANT DEED RECORDED JANUARY 24, 2003 AS INSTRUMENT NO. 2003-016519;

THENCE ALONG THE EASTERLY LINE OF SAID PARCEL, SOUTH 00° 26' 51" WEST, 60.50 FEET;

THENCE LEAVING SAID WESTERLY LINE THE FOLLOWING THREE COURSES:

- 1) NORTH 88° 53' 38" WEST, 1755.06 FEET,
- 2) NORTH 86° 31' 10" WEST, 281.05 FEET TO A CURVE TO THE RIGHT, AND
- 3) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 750.00 FEET, THROUGH A CENTRAL ANGLE OF 18° 33' 30", FOR AN ARC LENGTH OF 242.93 FEET TO THE SOUTHERLY LINE OF PARCEL A AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD AUGUST 14, 2006 IN BOOK 24, AT PAGE 23.

THENCE ALONG LAST SAID LINE, SOUTH 88° 53' 38" EAST, 2272.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 128,885± SQUARE FEET OR 2.9588± ACRES OF LAND.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



DEAN A. JURADO
L.S. 9032

8-31-23
DATE

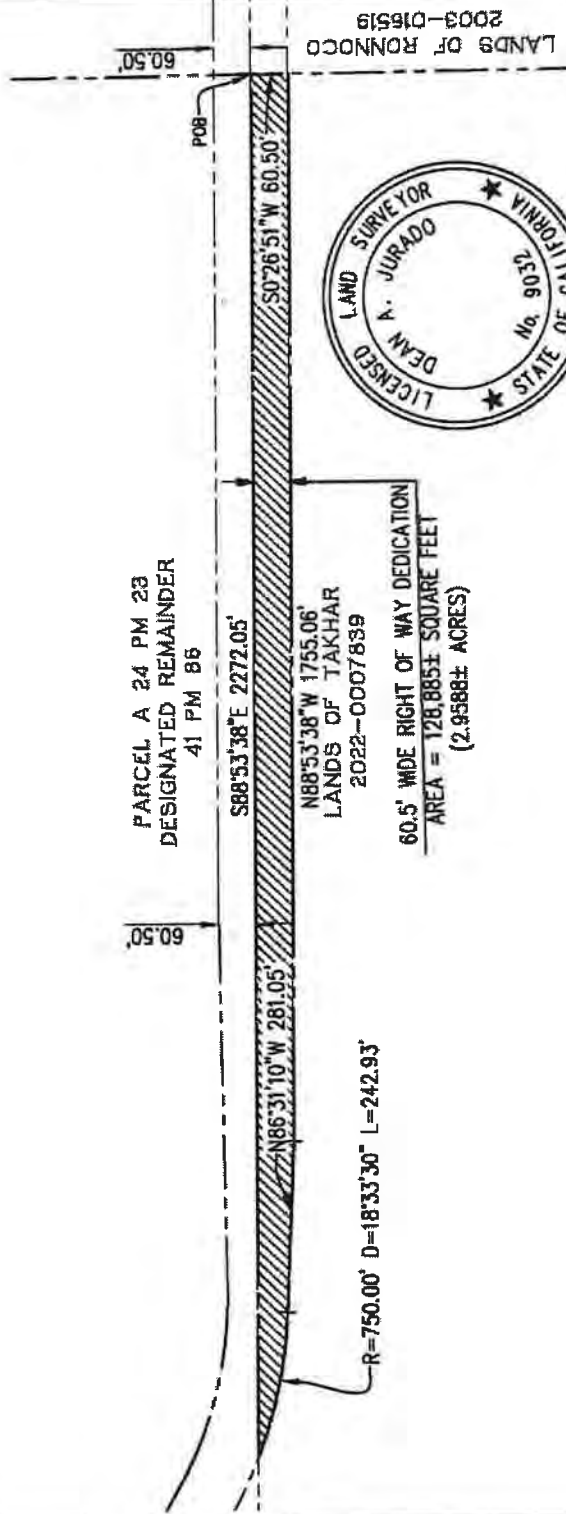


LEGEND

OR OFFICIAL RECORDS
POINT OF BEGINNING



0 125' 250' 500'
Scale 1" = 250'



DATE	JUNE, 2022
SCALE	1" = 250'
BY	DAJ
JOB NO.	A09500-424
SHEET	1 OF 1

EXHIBIT "C"
60.5' RIGHT OF WAY DEDICATION
CALIFORNIA

KIER+WRIGHT
2850 Collier Canyon Road
Livermore, CA 94551
Phone: (925) 745-5788
www.kierwright.com

TRACY,

EXHIBIT C – PERMITTED EXCEPTIONS

1. An easement for irrigation lateral and incidental purposes, recorded August 11, 1939 in Book 666, Page 11 and June 15, 1946, Book 980, Page 491 of Official Records.

In Favor of: West Side Irrigation District
Affects: As described therein

2. The terms, provisions and easement(s) contained in the document entitled "Contract and Grant of Easement" recorded June 11, 1953 in Book 1532, Page 119 of Official Records.
3. An easement for right to use concrete pipeline and incidental purposes, recorded April 28, 1969 in Book 3300, Page 1 of Official Records.

In Favor of: Benjamin Y. Curran and Arlene S. Curran, his wife
Affects: As described therein

Recording Requested by:
City of Tracy

Return to:
Adrienne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Space above this line for Recorder's use

APN: 209-250-36

Recording Fee: Exempt (Government Code Section 6103 (City shall not pay any fee for the filing of any document) and Section 27383 (No fee shall be charged by the recorder for services rendered any municipality except for making a copy))

Documentary Transfer Tax: Exempt (Revenue and Taxation Code Section 11922 (Any instrument to which any state or territory of political subdivision thereof is a party shall be exempt from any tax imposed when the exempt agency is acquiring title))

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, RONNOCO PROPERTIES OF TRACY, L.P., a California limited partnership, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor") as set forth on Exhibit A, Grantor hereby makes an Irrevocable Offer of Dedication of fee interest in the property described on Exhibit B to THE CITY OF TRACY, A MUNICIPAL CORPORATION, subject, however, to the permissible encumbrances set forth in Exhibit C, the hereinafter described real property for the following public purpose:

STREETS AND OTHER PUBLIC PURPOSES

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT

EXHIBIT C FOR PERMISSIBLE ENCUMBRANCES

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

SIGNATURE PAGE

Signed this 14th day of March, 2025

RONNOCO PROPERTIES OF TRACY, L.P.,
a California limited partnership

By: _____

Name: Seamus O'Connor

Title: Partner



NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA)
) §
County of Alameda)

On March 14, 2025, before me, Tammy Kwan
_____ a Notary Public, personally appeared Seamus O'Connor

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary



(Affix seal here)

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. _____, dated _____, _____, and the grantee consents to the recordation thereof.

DATED: _____

By: _____

City of Tracy

Exhibit A
Grantor Parcel

The Land referred to herein below is situated in an Unincorporated Area of the County of San Joaquin, State of California, and is described as follows:

A PORTION OF THE SOUTH 1/2 OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE UPPER MAIN CANAL OF THE WEST SIDE IRRIGATION DISTRICT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN GRANT DEED TO BRIAN J. O'CONNOR, ET AL RECORDED FEBRUARY 19, 1999 RECORDER'S INSTRUMENT NO. 99024031, SAN JOAQUIN COUNTY RECORDS, SAID POINT OF BEGINNING BEING ON THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 25;

THENCE ALONG THE SOUTHERLY PROLONGATION OF THE WEST LINE OF SAID O'CONNOR PARCEL, SOUTH 00° 02' 00" EAST A DISTANCE OF 1539.23 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF THE UPPER MAIN CANAL OF THE WEST SIDE IRRIGATION DISTRICT;

THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE ON THE FOLLOWING TWO COURSES:

[1] SOUTH 55° 00' 00" EAST A DISTANCE OF 514.61 FEET; THENCE

[2] SOUTH 43° 46' 00" EAST A DISTANCE OF 106.90 FEET TO THE MOST WESTERLY CORNER OF A 1.55 ACRE PARCEL DESIGNATED AS PARCEL 3 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FEBRUARY 27, 1989 IN BOOK OF PARCEL MAPS, BOOK 16, PAGE 62, SAN JOAQUIN COUNTY RECORDS;

THENCE ALONG THE NORTHERLY LINE OF SAID 1.55 ACRE PARCEL 3 ON THE FOLLOWING THREE COURSES:

[1] NORTH 34° 00' 23" EAST A DISTANCE OF 49.19 FEET; THENCE

[2] SOUTH 87° 28' 37" EAST A DISTANCE OF 199.49 FEET; THENCE

[3] NORTH 79° 38' 00" EAST A DISTANCE OF 26.90 FEET TO THE SOUTHWESTERLY CORNER OF A 5.33 ACRE PARCEL DESIGNATED AS PARCEL A AS SHOWN ON THAT CERTAIN PARCEL MAP FILED JULY 27, 1978 IN BOOK OF PARCEL MAPS, BOOK 6, PAGE 90, SAN JOAQUIN COUNTY RECORDS;

THENCE ALONG THE WESTERLY LINE OF SAID 5.33 ACRE PARCEL A ON THE FOLLOWING THREE COURSES:

[1] NORTH 10° 22' 00" WEST A DISTANCE OF 45.00 FEET; THENCE

[2] NORTH 79° 38' 00" EAST A DISTANCE OF 19.26 FEET; THENCE

[3] NORTH 00° 02' 00" WEST A DISTANCE OF 753.57 FEET TO THE NORTHWEST CORNER OF SAID 5.33 ACRE PARCEL A;

THENCE ALONG THE NORTH LINE OF SAID 5.33 ACRE PARCEL A SOUTH 89° 58' 00" EAST A DISTANCE OF 300.00 FEET TO THE NORTHEAST CORNER OF SAID 5.33 ACRE PARCEL A; THENCE ALONG THE EAST LINE OF SAID 5.33 ACRE PARCEL A SOUTH 00° 02' 00" WEST A DISTANCE OF 721.47 FEET TO THE CENTER LINE OF A 45.00 FOOT WIDE PRIVATE ROAD RIGHT OF WAY AS SHOWN ON SAID PARCEL MAP FILED IN BOOK OF PARCEL MAPS, BOOK 16, PAGE 62, SAN JOAQUIN COUNTY RECORDS. SAID POINT BEARS NORTH 00° 02' 00" EAST A DISTANCE OF 22.88 FEET FROM THE SOUTHEAST CORNER OF SAID 5.33 ACRE PARCEL A; THENCE ALONG SAID CENTER LINE NORTH 79° 38' 00" EAST A DISTANCE OF 362.60 FEET TO AN ANGLE POINT;

THENCE CONTINUING ALONG SAID CENTER LINE NORTH 71° 20' 02" EAST A DISTANCE OF 206.78 FEET TO THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF A 1.05 ACRE PARCEL DESIGNATED AS PARCEL A AS SHOWN ON THAT CERTAIN PARCEL MAP FILED AUGUST 19, 1985 IN BOOK OF PARCEL MAPS, BOOK 13, PAGE 161, SAN JOAQUIN COUNTY RECORDS;

THENCE ALONG SAID NORTHWESTERLY PROLONGATION SOUTH 44° 47' 36" EAST A DISTANCE OF 24.88 FEET TO THE MOST NORTHWESTERLY CORNER OF SAID 1.05 ACRE PARCEL A; SAID MOST NORTHWESTERLY CORNER BEING ON THE SOUTHEASTERLY LINE OF SAID 45.00 FOOT WIDE PRIVATE RIGHT OF WAY;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID 1.05 ACRE PARCEL A BEING ALSO THE SAID SOUTHEASTERLY RIGHT OF WAY LINE ON THE FOLLOWING TWO COURSES:

[1] NORTH 70° 27' 00" EAST A DISTANCE OF 170.70 FEET; THENCE

[2] NORTH 31° 02' 00" EAST A DISTANCE OF 105.00 FEET TO THE MOST NORTHERLY CORNER OF SAID 1.05 ACRE PARCEL A;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE ON THE FOLLOWING TWO COURSES:

[1] NORTH 31° 02' 00" EAST A DISTANCE OF 85.00 FEET; THENCE

[2] NORTH 20° 39' 00" EAST A DISTANCE OF 93.02 FEET TO THE MOST SOUTHERLY CORNER OF THAT CERTAIN 1.69 ACRE PARCEL DESIGNATED AS PARCEL 1 AS SHOWN ON SAID PARCEL MAP, BOOK 16, PAGE 62, SAN JOAQUIN COUNTY RECORDS;

THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 1, NORTH 69° 21' 00" WEST A DISTANCE OF 209.68 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL 1;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1, NORTH 00° 02' 00" WEST A DISTANCE OF 300.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 1;

THENCE ALONG THE NORTH LINE OF SAID PARCEL 1, NORTH 89° 58' 00" EAST A DISTANCE OF 210.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 1, SAID NORTHEAST CORNER ALSO BEING ON THE EAST LINE OF A 42.09 ACRE PARCEL DESIGNATED AS PARCEL 2 OF SAID PARCEL MAP, BOOK 16, PAGE 62, SAN JOAQUIN COUNTY RECORDS;

THENCE ALONG THE EAST LINE OF SAID PARCEL 2, NORTH 00° 02' 00" WEST A DISTANCE OF 982.72 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 2, SAID NORTHEAST CORNER ALSO BEING ON THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 25;

THENCE ALONG SAID SOUTH LINE OF THE NORTH 1/2 OF SECTION 25, ALSO BEING THE NORTH LINE OF SAID 42.09 ACRE PARCEL 2 AND THE NORTH LINE OF A 34.63 ACRE PARCEL DESIGNATED AS PARCEL 4 OF SAID PARCEL MAP, BOOK 16, PAGE 62, SAN JOAQUIN COUNTY RECORDS, NORTH 89° 22' 30" WEST A DISTANCE OF 1935.17 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"
LEGAL DESCRIPTION

ALL THAT CERTAIN PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JANUARY 24, 2003, AS DOCUMENT NO. 2003-016519, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LANDS, ALSO BEING THE WESTERLY LINE OF LANDS DESCRIBED IN THAT CERTAIN TRUST TRANSFER OF DEED RECORDED SEPTEMBER 30, 2021, AS DOCUMENT NO. 2021-164744, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

THENCE ALONG THE EASTERLY LINE OF SAID PARCEL (2003-016519 OR), SOUTH 00° 26' 51" WEST, 60.50 FEET;

THENCE LEAVING THE SAID EASTERLY LINE, NORTH 88° 53' 38" WEST, 1935.17 FEET TO A POINT ON THE EASTERLY LINE OF LANDS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JANUARY 19, 2022, AS INSTRUMENT 2022-007839;

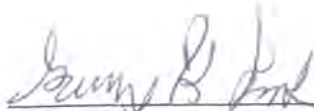
THENCE ALONG SAID EASTERLY LINE, NORTH 0° 26' 51" EAST, 60.50 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON DECEMBER 31, 2001, AS INSTRUMENT 2001-213496;

THENCE SOUTH 88° 53' 38" EAST, 1935.17 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 117,078 SQUARE FEET OR 2.6677 ACRES OF LAND, MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

DESCRIPTION PREPARED BY KIER & WRIGHT CIVIL ENGINEERS AND SURVEYORS, INC.


GARY K. LAMB, PLS 6627

03-14-25
DATE



LEGEND

OR
POINT OF BEGINNING



0 125' 250' 500'
Scale 1" = 250'

SSOUTH PARCEL
INVESTOR, LLC
DN 2016-06743

LANDS OF TAKHAR
DN 2022-007839

60.50'

N0°26'51"E 60.50'

60.50'

60.5' ROAD DEDICATION
117,078± SQUARE FEET
(2.6677± ACRES)

S88°53'38"E 1935.17'

LANDS OF RONNOCCO
DN 2001-213496

N88°53'38"W 1935.17'

LANDS OF RONNOCO
D.N. 2003-016519

S0°26'51"W 60.50'

LANDS GARCIA TRUST
DN 2021-164744

POB



2850 Collier Canyon Road
Livermore, CA 94551

Phone: (925) 245-8788
www.kierwright.com

EXHIBIT " B "

60.5' RIGHT OF WAY DEDICATION

TRACY,

CALIFORNIA

DATE	JAN., 2025
SCALE	1" = 250'
BY	DAJ
JOB NO.	A09500-424
SHEET	1 OF 1

EXHIBIT C
PERMITTED EXCEPTIONS

All matters of record.

Recording Requested
by: City of Tracy

Return to:
Adrienne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Space above this line for Recorder's use

APN: Portion 209-250-130

Recording Fee: Exempt (Government Code Section 6103 (City shall not pay any fee for the filing of any document) and Section 27383 (No fee shall be charged by the recorder for services rendered any municipality except for making a copy))

Documentary Transfer Tax: Exempt (Revenue and Taxation Code Section 11922 (Any instrument to which any state or territory of political subdivision thereof is a party shall be exempt from any tax imposed when the exempt agency is acquiring title))

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, PRIMITIVO GARCIA-RODRIGUEZ AND SOFIA GARCIA, TRUSTEES OF THE GARCIA REVOCABLE TRUST DATED DECEMBER 20, 2013 represents that, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor") as set forth on Exhibit A, Grantor hereby makes an Irrevocable Offer of Dedication of fee interest in the property described on Exhibit B to THE CITY OF TRACY, A MUNICIPAL CORPORATION, subject, however, to the permissible encumbrances set forth in Exhibit C, the hereinafter described real property for the following public purpose:

STREETS AND OTHER PUBLIC PURPOSES

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT

EXHIBIT C FOR PERMISSIBLE ENCUMBRANCES

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

SIGNATURE PAGE

Signed this 10th day of October, 2024

Grantor Signatures: 

Primitivo Garcia Rodriguez, as Co-Trustee of the Garcia Revocable Trust dated December 20, 2013



Sofia Garcia, as Co-Trustee of the Garcia Revocable Trust dated December 20, 2013

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA)
) §
County of _____)

SEE ATTACHED CERTIFICATE *gms*

On _____, before me, _____

a Notary Public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA)
County of _____) §

SEE ATTACHED CERTIFICATE

SMA

On _____, before me, _____

a Notary Public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Alameda }

On OCT 10 2024 before me, Sandra M. Dooley, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Primitivo Garcia Rodriguez and Sofia Garcia
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Sandra M. Dooley
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Irrevocable offer of Dedication of Fee Interest

Document Date: N/A Number of Pages: N/A

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. _____, dated _____, _____, and the grantee consents to the recordation thereof.

DATED: _____

By: _____

City of Tracy

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT A
LEGAL DESCRIPTION

ALL THAT CERTAIN PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE TRUST TRANSFER DEED RECORDED ON DECEMBER 17, 2012, AS INSTRUMENT NO. 2012-166799, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LANDS, ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF LAMMERS ROAD (WIDTH VARIES);

THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, SOUTH 00° 26' 20" WEST, 122.63 FEET;

THENCE LEAVING SAID RIGHT OF WAY LINE, NORTH 44° 13' 28" WEST, 89.39 FEET;

THENCE NORTH 88° 53' 38" WEST, 533.09 FEET TO THE EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE GRANT DEED RECORDED ON JANUARY 24, 2003, AS INSTRUMENT NO. 2003-016519;

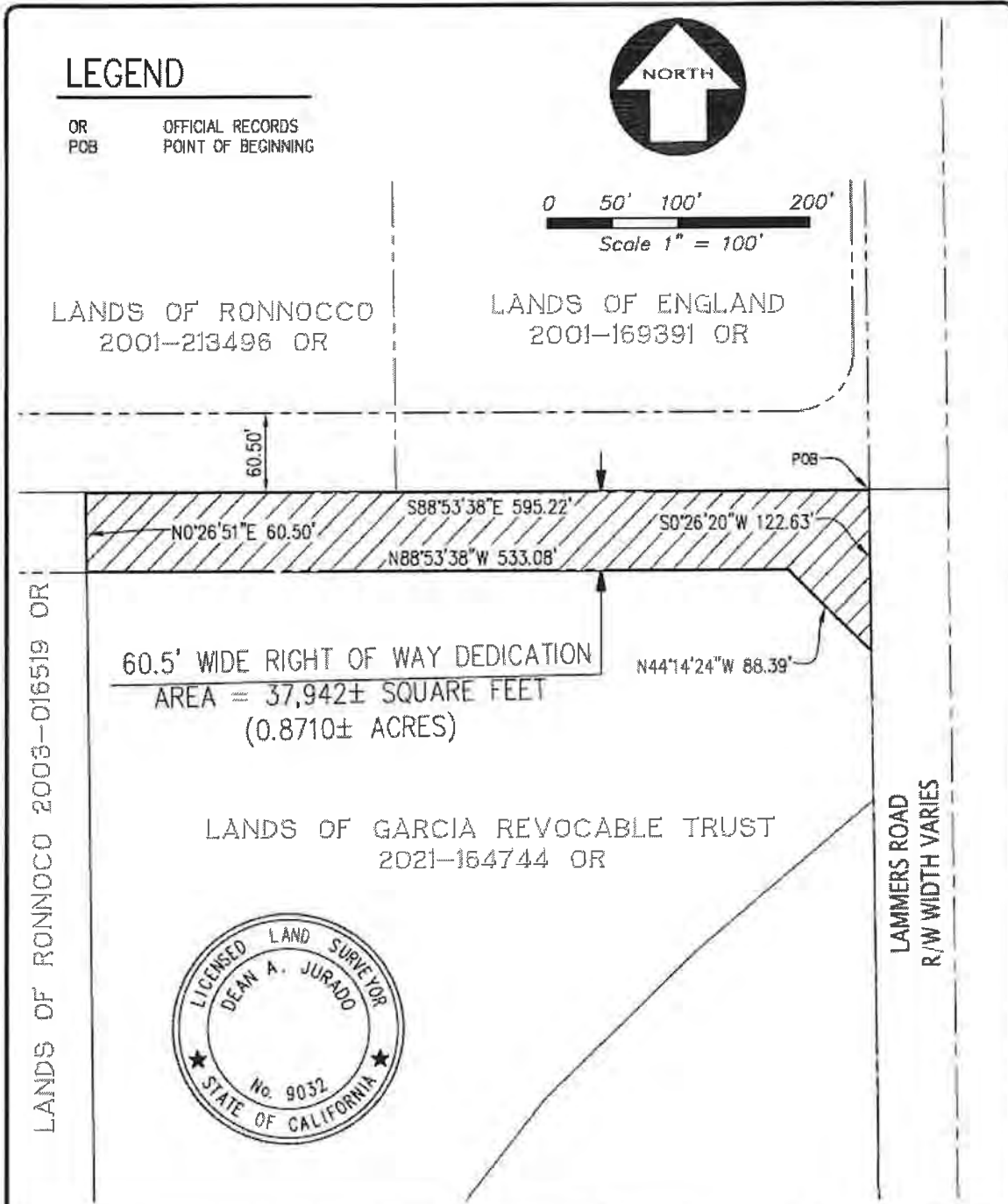
THENCE NORTH 00° 26' 51" EAST, 60.50 FEET TO THE SOUTHERLY LINE OF LAND DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON DECEMBER 31, 2001, AS INSTRUMENT NO. 2001-213496;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 88° 53' 38" EAST, 595.22 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 37,942± SQUARE FEET OR 0.8710± ACRES OF LAND.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

EXHIBIT B
PLAT



KIER & WRIGHT
 CIVIL ENGINEERS & SURVEYORS, INC.
 2850 Collier Canyon Road Phone (925) 245-8788
 Livermore, California 94551 Fax (925) 245-8796
 www.kierwright.com

EXHIBIT "C"
60' WIDE
ROW DEDICATION
 TRACY, CALIFORNIA

DATE	JUNE, 2022
SCALE	1" = 100'
BY	DAJ
JOB NO.	A09500-424
SHEET	1 OF 1

EXHIBIT C
PERMITTED EXCEPTIONS

All Matters of Record

Recording Requested by:
City of Tracy

Return to:
Adrienne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Recording Fee: Exempt
use (Government Code Section 6103 and 27383)

Space above this line for Recorder's

APN: 209-250-370

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code
Section 11922)

PUBLIC UTILITY EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, Kashmir Takhar, a single woman (Grantor), does hereby grant to the CITY OF TRACY, a municipal corporation, and its successors or assigns (Grantee), a perpetual, non-exclusive easement and right-of-way, subject to existing matters of record, for, and the right to use for PUBLIC UTILITY EASEMENT purposes, and those appurtenances and uses commonly associated therewith, through, in, on, over, above, under and across that certain portion of Grantor's real property situated in the City of Tracy, County of San Joaquin, State of California, in the location more particularly described on **Exhibit A** and illustrated on **Exhibit B**, attached hereto and made a part hereof by this reference. Without limitation, the easement rights granted herein include the following: (a) right to install, construct, reconstruct, repair, replace, operate and maintain any and all public utility facilities including but not limited to poles, wires and conduits for electrical, telephone, communication, television, gas, storm, sanitary, and water services within said easement and right-of-way which shall not interfere with Grantor's use of its property; (b) the right to enter upon, pass and re-pass over said easement and right-of-way; and (c) right to deposit tools, implements and material thereon.

The rights granted herein are for the benefit of Grantee, its officers, agents, employees, successors or assigns, or by any contractor, its agents or employees, engaged by said Grantee, whenever and wherever necessary for the purposes above set forth. Grantor shall not plant any trees or bushes within or erect, construct or install any fence, wall, irrigation or any other type of structure, improvement or private utilities over, across or upon said easement and right-of-way without first obtaining written permission from Grantee, which shall not be unreasonably withheld. Grantor shall keep the easement area clear from any obstacles that will make the area un-accessible. The conveyance of said easement and right-of-way is made

for the benefit of all parties who have or may acquire any right, title, or interest in any part of the above-described real property. This conveyance is binding on the Grantor, its heirs, assigns or successors in interest.

Signed this 26 day of March, 2025.

Grantor Name: Kashmir Takhar

Grantor Signatures:

[Handwritten Signature]
Signature

Title

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California, County of Santa Clara
On 03-26-2025 before me, Upendra Patel Notary Public,
Personally appeared Kashmir Takhar

Who proved to me on the basis of satisfactory evidence to
Be the person(s) whose name(s) ~~is~~ are subscribed to the
Within instrument and acknowledged to me that he/she/they
Executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s)
or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California
That the forgoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature of Notary Public _____

[Handwritten Signature]

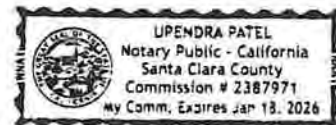


EXHIBIT A
LEGAL DESCRIPTION of
EASEMENT
AREA/RIGHT-OF-WAY

EXHIBIT "A"
LEGAL DESCRIPTION
10' PUBLIC UTILITY EASEMENT

ALL THAT CERTAIN PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JANUARY 19, 2022, AS INSTRUMENT NO. 2022-007839, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LANDS, ALSO BEING THE WESTERLY LINE OF LANDS DESCRIBED IN THAT GRANT DEED RECORDED JANUARY 24, 2003 AS INSTRUMENT NO. 2003-016519;

THENCE ALONG THE EASTERLY LINE OF SAID PARCEL, SOUTH 00° 26' 51" WEST, 60.50 FEET TO THE POINT OF **BEGINNING**;

THENCE ALONG LAST SAID LINE, SOUTH 00° 26' 51" WEST, 10.00 FEET;

THENCE LEAVING SAID EASTERLY LINE THE FOLLOWING THREE COURSES:

- 1) NORTH 88° 53' 38" WEST, 1755.39 FEET,
- 2) NORTH 86° 31' 10" WEST, 281.25 FEET TO A CURVE TO THE RIGHT, AND
- 3) ALONG SAID CURVE THE RIGHT, HAVING A RADIUS OF 760.00 FEET, THROUGH A CENTRAL ANGLE OF 20° 26' 53", FOR AN ARC LENGTH OF 271.23 FEET TO THE SOUTHERLY LINE OF PARCEL A AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD AUGUST 14, 2006 IN BOOK 24, AT PAGE 23.

THENCE ALONG LAST SAID LINE, SOUTH 88° 53' 38" EAST, 26.83 FEET;

THENCE LEAVING SAID EASTERLY LINE THE FOLLOWING THREE COURSES:

- 1) LEAVING LAST SAID LINE ALONG A CURVE TO THE LEFT, WITH A RADIAL BEARING OF SOUTH 22° 02' 20" WEST, HAVING A RADIUS OF 750.00 FEET, THROUGH A CENTRAL ANGLE OF 18° 33' 30", FOR AN ARC LENGTH OF 242.93 FEET
- 2) SOUTH 86° 31' 10" EAST, 281.05 FEET,
- 3) SOUTH 88° 53' 38" EAST, 1755.06 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 22,936± SQUARE FEET OR 0.5265± ACRES OF LAND.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



DEAN A. JURADO
L.S. 9032

1-12-25
DATE



PREPARED BY, RECORDING REQUESTED
BY AND WHEN RECORDED RETURN TO:

City of Tracy
Attn: Adrienne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Space above for Recorder's use

APN: 209-250-36

Recording Fee: Exempt (Government Code Section 6103 (City shall not pay any fee for the filing of any document) and Section 27383 (No fee shall be charged by the recorder for services rendered any municipality except for making a copy))

Documentary Transfer Tax: Exempt (Revenue and Taxation Code Section 11922 (Any instrument to which any state or territory of political subdivision thereof is a party shall be exempt from any tax imposed when the exempt agency is acquiring title))

PUBLIC UTILITY EASEMENT AGREEMENT

This Public Utility Easement Agreement (this "Agreement") is executed as of _____, 2025, by and between RONNOCO PROPERTIES OF TRACY, L.P., a California limited partnership ("Grantor"), with an address located at: 1818 Helsinki Way, Livermore, CA 94550, and THE CITY OF TRACY, a municipal corporation (the "City"), with an address located at: 333 Civic Center Plaza Tracy, CA 95376.

Recitals

A. Grantor is the owner of that certain real property located in San Joaquin County, California, as more particularly described in Exhibit A attached hereto (the "Grantor Parcel").

B. Prologis is the developer of certain nearby real property located in the City of Tracy, San Joaquin County, California, commonly known as the Cordes Ranch Specific Plan Area and/or Prologis International Park of Commerce (collectively, the "Prologis Property").

C. Pursuant to certain conditions of approval or other City requirements related to the development of the Prologis Property, the City requires a public utility easement ("PUE") be acquired in connection with the development and conveyance certain right of way improvements and rights for the benefit of the City.

D. Prologis has requested from Grantor such PUE over, under and across the PUE Area for the purposes of the installation and operation of certain utilities approved by the City within the PUE Area. The PUE Area is described in Exhibit B attached hereto (the "PUE Area").

NOW, THEREFORE, in return for certain monetary consideration paid of even date herewith to Grantor, the receipt and sufficiency of which is hereby acknowledged, and the rights and agreements set forth herein, Grantor hereby agrees as follows:

ARTICLE 1

Grant of Easements

1.1 Permanent Easement. Grantor hereby grants and establishes for the benefit of the City, and its successors and assigns, and each of their employees, agents, contractors and consultants (collectively, the “Grantees”), that certain permanent, non-exclusive, public utility easement (collectively, the “PUE”) over, under and across the PUE Area for the purposes of the installation and operation of certain utilities approved by the City within the PUE Area. The PUE shall run with the Grantor Parcel, and shall inure to the benefit of the City, and shall be binding upon Grantor and the City, and their respective successors and assigns. The easement rights granted herein shall commence if and when the City accepts dedication or similar transfer of same to the City. City’s acceptance of the PUE shall be deemed City’s acceptance of the terms of this Agreement.

ARTICLE 2

Construction and Maintenance

2.1 Construction and Maintenance. This Agreement grants the City the right, but not the obligation, to construct or install, or to permit third parties to construct or install, utilities within the PUE Area, the Improvements and the Road. In the event the City or such third party (the “Electing Party”) elects to construct such utilities within the PUE Area pursuant to this Agreement, the Electing Party shall:

(i) Perform all such work in a good and workmanlike manner in accordance with sound engineering practice and in compliance with all applicable laws, ordinances, rules and regulations of all local, state and federal agencies and authorities having jurisdiction thereof;

(ii) Complete all such work free and clear of any mechanics’, construction or materialmens’ liens; and

(iii) Repair and replace any damage to the Grantor Parcel, or any improvements thereon, caused by its exercise of any of the easement rights granted herein.

ARTICLE 3

Perpetual Term

The PUE, covenants, and obligations set forth in this Agreement shall continue in full force and effect in perpetuity from the date of recordation hereof.

ARTICLE 4

Miscellaneous

4.1 Successors and Assigns. The PUE, covenants, and agreements contained herein are expressly for the benefit of Grantor and the City, and their successors and assigns and are intended to run appurtenant to the Grantor Parcel, and in gross to the City and Prologis, and without further action shall bind and inure to the benefit of the heirs, assigns, assignees, transferees, and successors thereto and thereof.

4.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

4.3 Severability. The invalidity or unenforceability of any provision of this Agreement with respect to a particular party or set of circumstances shall not in any way affect the validity or enforceability of

any other provision hereof, or the same provision when applied to another party or a different set of circumstances.

4.4 No Interference. Grantor shall not construct any building, structure or other above- or below-ground obstruction in the PUE Area which may unreasonably interfere with City's easement rights herein. Subject to the foregoing, Grantor reserves the right to use the Grantor Parcel for any use not inconsistent with the City's rights granted herein.

4.5 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which shall together constitute one and the same instrument.

[Signature page to follow]

[Signature Page to PUE]

Grantor:

RONNOCO PROPERTIES OF TRACY, L.P.,
a California limited partnership

By:

Name:  Seamus O'Connor

Title: Partner

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA)
) §
County of Alameda)

On March 14, 2025, before me, Tammy Kwan

a Notary Public, personally appeared Seamus O'Connor

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Handwritten Signature]
Signature of Notary



(Affix seal here)

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. _____, dated _____, _____, and the grantee consents to the recordation thereof.

DATED: _____

By: _____

City of Tracy

NOTARY ACKNOWLEDGMENT

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STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

Exhibit A
Grantor Parcel

The Land referred to herein below is situated in an Unincorporated Area of the County of San Joaquin, State of California, and is described as follows:

A PORTION OF THE SOUTH 1/2 OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE UPPER MAIN CANAL OF THE WEST SIDE IRRIGATION DISTRICT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN GRANT DEED TO BRIAN J. O'CONNOR, ET AL RECORDED FEBRUARY 19, 1999 RECORDER'S INSTRUMENT NO. 99024031, SAN JOAQUIN COUNTY RECORDS, SAID POINT OF BEGINNING BEING ON THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 25;

THENCE ALONG THE SOUTHERLY PROLONGATION OF THE WEST LINE OF SAID O'CONNOR PARCEL, SOUTH 00° 02' 00" EAST A DISTANCE OF 1539.23 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF THE UPPER MAIN CANAL OF THE WEST SIDE IRRIGATION DISTRICT;

THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE ON THE FOLLOWING TWO COURSES:

[1] SOUTH 55° 00' 00" EAST A DISTANCE OF 514.61 FEET; THENCE

[2] SOUTH 43° 46' 00" EAST A DISTANCE OF 106.90 FEET TO THE MOST WESTERLY CORNER OF A 1.55 ACRE PARCEL DESIGNATED AS PARCEL 3 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FEBRUARY 27, 1989 IN BOOK OF PARCEL MAPS, BOOK 16, PAGE 62, SAN JOAQUIN COUNTY RECORDS;

THENCE ALONG THE NORTHERLY LINE OF SAID 1.55 ACRE PARCEL 3 ON THE FOLLOWING THREE COURSES:

[1] NORTH 34° 00' 23" EAST A DISTANCE OF 49.19 FEET; THENCE

[2] SOUTH 87° 28' 37" EAST A DISTANCE OF 199.49 FEET; THENCE

[3] NORTH 79° 38' 00" EAST A DISTANCE OF 26.90 FEET TO THE SOUTHWESTERLY CORNER OF A 5.33 ACRE PARCEL DESIGNATED AS PARCEL A AS SHOWN ON THAT CERTAIN PARCEL MAP FILED JULY 27, 1978 IN BOOK OF PARCEL MAPS, BOOK 6, PAGE 90, SAN JOAQUIN COUNTY RECORDS;

THENCE ALONG THE WESTERLY LINE OF SAID 5.33 ACRE PARCEL A ON THE FOLLOWING THREE COURSES:

[1] NORTH 10° 22' 00" WEST A DISTANCE OF 45.00 FEET; THENCE

[2] NORTH 79° 38' 00" EAST A DISTANCE OF 19.26 FEET; THENCE

[3] NORTH 00° 02' 00" WEST A DISTANCE OF 753.57 FEET TO THE NORTHWEST CORNER OF SAID 5.33 ACRE PARCEL A;

THENCE ALONG THE NORTH LINE OF SAID 5.33 ACRE PARCEL A SOUTH 89° 58' 00" EAST A DISTANCE OF 300.00 FEET TO THE NORTHEAST CORNER OF SAID 5.33 ACRE PARCEL A; THENCE ALONG THE EAST LINE OF SAID 5.33 ACRE PARCEL A SOUTH 00° 02' 00" WEST A DISTANCE OF 721.47 FEET TO THE CENTER LINE OF A 45.00 FOOT WIDE PRIVATE ROAD RIGHT OF WAY AS SHOWN ON SAID PARCEL MAP FILED IN BOOK OF PARCEL MAPS, BOOK 16, PAGE 62, SAN JOAQUIN COUNTY RECORDS. SAID POINT BEARS NORTH 00° 02' 00" EAST A DISTANCE OF 22.88 FEET FROM THE SOUTHEAST CORNER OF SAID 5.33 ACRE PARCEL A; THENCE ALONG SAID CENTER LINE NORTH 79° 38' 00" EAST A DISTANCE OF 362.60 FEET TO AN ANGLE POINT;

THENCE CONTINUING ALONG SAID CENTER LINE NORTH 71° 20' 02" EAST A DISTANCE OF 206.78 FEET TO THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF A 1.05 ACRE PARCEL DESIGNATED AS PARCEL A AS SHOWN ON THAT CERTAIN PARCEL MAP FILED AUGUST 19, 1985 IN BOOK OF PARCEL MAPS, BOOK 13, PAGE 161, SAN JOAQUIN COUNTY RECORDS;

THENCE ALONG SAID NORTHWESTERLY PROLONGATION SOUTH 44° 47' 36" EAST A DISTANCE OF 24.88 FEET TO THE MOST NORTHWESTERLY CORNER OF SAID 1.05 ACRE PARCEL A; SAID MOST NORTHWESTERLY CORNER BEING ON THE SOUTHEASTERLY LINE OF SAID 45.00 FOOT WIDE PRIVATE RIGHT OF WAY;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID 1.05 ACRE PARCEL A BEING ALSO THE SAID SOUTHEASTERLY RIGHT OF WAY LINE ON THE FOLLOWING TWO COURSES:

[1] NORTH 70° 27' 00" EAST A DISTANCE OF 170.70 FEET; THENCE

[2] NORTH 31° 02' 00" EAST A DISTANCE OF 105.00 FEET TO THE MOST NORTHERLY CORNER OF SAID 1.05 ACRE PARCEL A;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE ON THE FOLLOWING TWO COURSES:

[1] NORTH 31° 02' 00" EAST A DISTANCE OF 85.00 FEET; THENCE

[2] NORTH 20° 39' 00" EAST A DISTANCE OF 93.02 FEET TO THE MOST SOUTHERLY CORNER OF THAT CERTAIN 1.69 ACRE PARCEL DESIGNATED AS PARCEL 1 AS SHOWN ON SAID PARCEL MAP, BOOK 16, PAGE 62, SAN JOAQUIN COUNTY RECORDS;

THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 1, NORTH 69° 21' 00" WEST A DISTANCE OF 209.68 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL 1;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1, NORTH 00° 02' 00" WEST A DISTANCE OF 300.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 1;

THENCE ALONG THE NORTH LINE OF SAID PARCEL 1, NORTH 89° 58' 00" EAST A DISTANCE OF 210.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 1, SAID NORTHEAST CORNER ALSO BEING ON THE EAST LINE OF A 42.09 ACRE PARCEL DESIGNATED AS PARCEL 2 OF SAID PARCEL MAP, BOOK 16, PAGE 62, SAN JOAQUIN COUNTY RECORDS;

THENCE ALONG THE EAST LINE OF SAID PARCEL 2, NORTH 00° 02' 00" WEST A DISTANCE OF 982.72 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 2, SAID NORTHEAST CORNER ALSO BEING ON THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 25;

THENCE ALONG SAID SOUTH LINE OF THE NORTH 1/2 OF SECTION 25, ALSO BEING THE NORTH LINE OF SAID 42.09 ACRE PARCEL 2 AND THE NORTH LINE OF A 34.63 ACRE PARCEL DESIGNATED AS PARCEL 4 OF SAID PARCEL MAP, BOOK 16, PAGE 62, SAN JOAQUIN COUNTY RECORDS, NORTH 89° 22' 30" WEST A DISTANCE OF 1935.17 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"
LEGAL DESCRIPTION
10.00' PUBLIC UTILITY EASEMENT

ALL THAT CERTAIN PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JANUARY 24, 2003, AS DOCUMENT NO. 2003-016519, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LANDS, ALSO BEING THE WESTERLY LINE OF LANDS DESCRIBED IN THAT CERTAIN TRUST TRANSFER OF DEED RECORDED SEPTEMBER 30, 2021, AS DOCUMENT NO. 2021-164744, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

THENCE ALONG THE EASTERLY LINE OF SAID PARCEL (2003-016519 OR), SOUTH 00° 26' 51" WEST, 60.50 FEET, TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL, SOUTH 00° 26' 51" WEST, 10.00 FEET;

THENCE LEAVING THE SAID EASTERLY LINE, NORTH 88° 53' 38" WEST, 1935.17 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL (2003-016519 OR);


THENCE ALONG SAID WESTERLY LINE, NORTH 0° 26' 51" EAST, 10.00 FEET;

THENCE LEAVING SAID LINE, SOUTH 88° 53' 38" EAST, 1935.17 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 19,352 SQUARE FEET OR 0.4443 ACRES OF LAND, MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

DESCRIPTION PREPARED BY KIER & WRIGHT CIVIL ENGINEERS AND SURVEYORS, INC.


GARY K. LAMB, PLS 6627

02-12-25
DATE



LEGEND

- AC ACRES
- D.N. DOCUMENT NUMBER
- OR OFFICIAL RECORDS
- PM PARCEL MAP
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- ROW RIGHT OF WAY
- SF SQUARE FEET



SOUTH PARCEL
INVESTOR, LLC
DN 2016-066743

60.50' ROW DED

LANDS OF RONNOCCO
D.N. 2001-213496

S88°53'38"E 1935.17'

N88°53'38"W 1935.17'

LANDS OF RONNOCCO
D.N. 2003-016519

PUBLIC UTILITY EASEMENT
19,352± SF 0.4443± AC.

60.50' ROW DED

LANDS OF TAKHAR
DN 2022-007839

N0°26'51"E 10.00'

S0°26'51"W 60.50'

S0°26'51"W 10.00'

LANDS OF GARCIA TR.
D.N. 2021-164744

POC

POB



250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B" 10' PUBLIC UTILITY EASEMENT

TRACY,

CALIFORNIA

DATE	JAN., 2025
SCALE	1" = 250'
BY	GKL
JOB NO.	A09500-424
SHEET	1 OF 1

PREPARED BY, RECORDING REQUESTED
BY AND WHEN RECORDED RETURN TO:

City of Tracy
Attn: Adrienne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: Portion 209-250-130

Recording Fee: Exempt (Government Code Section 6103 (City shall not pay any fee for the filing of any document) and Section 27383 (No fee shall be charged by the recorder for services rendered any municipality except for making a copy))

Documentary Transfer Tax: Exempt (Revenue and Taxation Code Section 11922 (Any instrument to which any state or territory of political subdivision thereof is a party shall be exempt from any tax imposed when the exempt agency is acquiring title))

PUBLIC UTILITY EASEMENT AGREEMENT

This Public Utility Easement Agreement (this "Agreement") is executed as of _____, 2024, by and between PRIMITIVO GARCIA-RODRIGUEZ AND SOFIA GARCIA, TRUSTEES OF THE GARCIA REVOCABLE TRUST DATED DECEMBER 20, 2013 ("Grantor"), with an address located at: 24923 S. Lammers Road, Tracy, CA 95377 and THE CITY OF TRACY, CALIFORNIA, a municipal corporation (the "City"), with an address located at: 333 Civic Center Plaza Tracy, CA 95376.

Recitals

A. Grantor is the owner of that certain real property located in San Joaquin County, California, as more particularly described in Exhibit A attached hereto (the "Grantor Parcel").

B. Prologis is the developer of certain nearby real property located in the City of Tracy, San Joaquin County, California, commonly known as the Cordes Ranch Specific Plan Area and/or Prologis International Park of Commerce (collectively, the "Prologis Property").

C. Pursuant to certain conditions of approval or other City requirements related to the development of the Prologis Property, the City requires a public utility easement ("PUE") be acquired in connection with the development and conveyance certain right of way improvements and rights for the benefit of the City.

D. Prologis has requested from Grantor such PUE over, under and across the PUE Area for the purposes of the installation and operation of certain utilities approved by the City within the PUE Area. The PUE Area is described in Exhibit B attached hereto (the "PUE Area").

NOW, THEREFORE, in return for certain monetary consideration paid of even date herewith to Grantor, the receipt and sufficiency of which is hereby acknowledged, and the rights and agreements set forth herein, Grantor hereby agrees as follows:

ARTICLE 1

Grant of Easements

1.1 Permanent Easement. Grantor hereby grants and establishes for the benefit of the City, and its successors and assigns, and each of their employees, agents, contractors and consultants (collectively, the “Grantees”), that certain permanent, non-exclusive, public utility easement (collectively, the “PUE”) over, under and across the PUE Area for the purposes of the installation and operation of certain utilities approved by the City within the PUE Area. The PUE shall run with the Grantor Parcel, and shall inure to the benefit of the City, and shall be binding upon Grantor and the City, and their respective successors and assigns. The easement rights granted herein shall commence if and when the City accepts dedication or similar transfer of same to the City. City’s acceptance of the PUE shall be deemed City’s acceptance of the terms of this Agreement.

ARTICLE 2

Construction and Maintenance

2.1 Construction and Maintenance. This Agreement grants the City the right, but not the obligation, to construct or install, or to permit third parties to construct or install, utilities within the PUE Area. the Improvements and the Road. In the event the City or such third party (the “Electing Party”) elects to construct such utilities within the PUE Area pursuant to this Agreement, the Electing Party shall:

- (i) Perform all such work in a good and workmanlike manner in accordance with sound engineering practice and in compliance with all applicable laws, ordinances, rules and regulations of all local, state and federal agencies and authorities having jurisdiction thereof;
- (ii) Complete all such work free and clear of any mechanics’, construction or materialmens’ liens;
and
- (iii) Repair and replace any damage to the Grantor Parcel, or any improvements thereon, caused by its exercise of any of the easement rights granted herein.

ARTICLE 3

Perpetual Term

The PUE, covenants, and obligations set forth in this Agreement shall continue in full force and effect in perpetuity from the date of recordation hereof.

ARTICLE 4

Miscellaneous

4.1 Successors and Assigns. The PUE, covenants, and agreements contained herein are expressly for the benefit of Grantor and the City, and their successors and assigns and are intended to run appurtenant to the Granter Parcel, and in gross to the City and Prologis, and without further action shall bind and inure to the benefit of the heirs, assigns, assignees, transferees, and successors thereto and thereof.

4.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

4.3 Severability. The invalidity or unenforceability of any provision of this Agreement with respect to a particular party or set of circumstances shall not in any way affect the validity or enforceability of any other provision hereof, or the same provision when applied to another party or a different set of circumstances.

4.4 No Interference. Grantor shall not construct any building, structure or other above- or below-ground obstruction in the PUE Area which may interfere with City's easement rights herein. Subject to the foregoing, Grantor reserves the right to use the Grantor Parcel for any use not inconsistent with the City's rights granted herein.

4.5 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which shall together constitute one and the same instrument.

[Signature page to follow]

Grantor Signatures:



Primitivo Garcia Rodriguez, as Co-Trustee of the Garcia Revocable Trust dated December 20, 2013



Sofia Garcia, as Co-Trustee of the Garcia Revocable Trust dated December 20, 2013

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA)
County of _____) §

SEE ATTACHED CERTIFICATE *SMO*

On _____, before me, _____

a Notary Public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA)
) §
County of _____)

SEE ATTACHED CERTIFICATE *SMP*

On _____, before me, _____

a Notary Public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California }
County of Alameda }

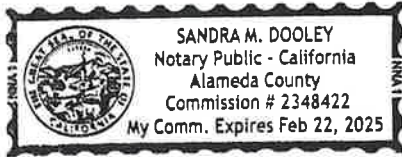
On OCT 10 2024 before me, Sandra M. Dooley, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Primitivo Garcia Rodriguez and Sofia Garcia
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Sandra M. Dooley
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Public Utility Easement Agreement

Document Date: N/A Number of Pages: N/A

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Signer's Name:

Corporate Officer - Title(s): Corporate Officer - Title(s):

Partner - Limited General Partner - Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: Other:

Signer is Representing: Signer is Representing:

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. _____, dated _____, ____, and the grantee consents to the recordation thereof.

DATED: _____

By: _____

City of Tracy

NOTARY ACKNOWLEDGMENT

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STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT A

Grantor Parcel Legal Description

PARCEL ONE:

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE SOUTH 0° 02' EAST ALONG THE EAST LINE OF SAID SECTION 25, A DISTANCE OF 222.93 FEET TO A POINT; THENCE SOUTH 74° 57' 50" WEST 62.12 FEET TO A POINT ON THE WEST LINE OF LAMMERS ROAD (A 60-FOOT ROAD) SAID POINT ALSO BEING THE MOST NORTHERLY CORNER OF THAT CERTAIN RIGHT-OF-WAY DESIGNATED AS PARCEL 3 IN A DEED TO DONALD F. MC GEEIN, A SINGLE MAN, RECORDED APRIL 04, 1968 IN VOL. 3199 OF OFFICIAL RECORDS, PAGE 601; THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 3 THE FOLLOWING 6 COURSES:

SOUTH 50° 29' WEST 178.50 FEET; THENCE SOUTH 46° 14' WEST 160.40 FEET; THENCE SOUTH 38° 17' WEST 116.27 FEET; THENCE SOUTH 16° 01' WEST 95.21 FEET; THENCE SOUTH 19° 51' WEST 211.39 FEET; THENCE SOUTH 29° 50' WEST 57.21 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE OF SAID PARCEL 3 NORTH 0° 02' WEST 900.38 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 SOUTH 89° 22' 30" EAST 512.50 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

A NON-EXCLUSIVE RIGHT OF WAY 45 FEET IN WIDTH FOR ROAD WAY PURPOSES OVER AND ACROSS A PORTION OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 25, THENCE SOUTH 0° 02' EAST ALONG THE EAST LINE OF SAID SECTION 25, A DISTANCE OF 222.93 FEET TO A POINT; THENCE SOUTH 74° 57' 50" WEST 62.12 FEET TO A POINT ON THE WEST LINE OF LAMMERS ROAD (A 60 FOOT ROAD) SAID POINT ALSO BEING THE MOST NORTHERLY CORNER OF THAT CERTAIN RIGHT-OF-WAY DESIGNATED AS PARCEL 3 IN DEED TO DONALD F. MC GEEIN, A SINGLE MAN, RECORDED APRIL 04, 1968 IN VOL. 3199 OF OFFICIAL RECORDS, PAGE 601, SAN JOAQUIN COUNTY RECORDS, SAID NORTHERLY CORNER ALSO BEING THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED RIGHT OF WAY; THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 3, THE FOLLOWING 6 COURSES:

SOUTH 50° 29' WEST 178.50 FEET THENCE SOUTH 46° 14' WEST 160.40 FEET; THENCE SOUTH 38° 17' WEST 116.27 FEET; THENCE SOUTH 16° 01' WEST 95.21 FEET; THENCE SOUTH 19° 51' WEST 211.39 FEET; THENCE SOUTH 29° 50' WEST 57.21 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE SOUTH 0° 02' EAST 90.36 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID PARCEL 3; THENCE ALONG SAID SOUTHEASTERLY LINE THE FOLLOWING 6 COURSES:
NORTH 29° 50' EAST 139.50; THENCE NORTH 19° 51' EAST 216.83 FEET; THENCE NORTH 16° 01' EAST 87.86 FEET; THENCE NORTH 38° 17' EAST 104.28 FEET; THENCE NORTH 46° 14' EAST 155.60 FEET; THENCE NORTH 50° 29' EAST 139.76 FEET TO A POINT ON THE WEST LINE OF LAMMERS ROAD; THENCE NORTH 0° 02' WEST ALONG THE WEST LINE OF LAMMERS ROAD 58.30 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL THREE:

A PORTION OF THE SOUTHEAST 1/4 OF SECTION TWENTY-FIVE (25), TOWNSHIP TWO (2) SOUTH, RANGE FOUR (4) EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE NORTH 89° 22' 30" WEST, ALONG THE NORTH LINE OF SAID SOUTH-EAST 1/4 , A DISTANCE OF 512.50 FEET TO THE NORTHEAST CORNER OF PROPERTY AS DESCRIBED IN DEED TO WILLIAM C. POOLE, ET UX, RECORDED FEBRUARY 11, 1974 IN BOOK 3842, PAGE 502, SAN JOAQUIN COUNTY RECORDS, AND THE TRUE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE SOUTH 0° 02' EAST, A DISTANCE OF 900.38 FEET; THENCE SOUTH 29° 50' WEST, A DISTANCE OF 194.97 FEET; THENCE SOUTH 20° 39' WEST, A DISTANCE OF 129.99 FEET; THENCE NORTH 0° 02' WEST, A DISTANCE OF 1192.67 FEET TO THE NORTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 25; THENCE SOUTH 89° 22' 30" EAST, A DISTANCE OF 143.00 FEET TO THE POINT OF BEGINNING.
SAID PROPERTY BEING SHOWN AS THAT 3.389 ACRE "ADDITION" ON RECORD OF SURVEY FILED FOR RECORD MAY 29, 1974 IN BOOK 25 OF SURVEYS, PAGE 167, SAN JOAQUIN COUNTY RECORDS

APN: 209-250-130

EXHIBIT B

PUE Area

[Begins on Following Page]

**LEGAL DESCRIPTION
10.00' PUBLIC UTILITY EASEMENT**

ALL THAT CERTAIN PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE TRUST TRANSFER DEED RECORDED ON SEPTEMBER 30, 2021, AS DOCUMENT NO. 2021-164744, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID LANDS, ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF LAMMERS ROAD (WIDTH VARIES);

TENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 00° 26' 20" WEST, 122.63 FEET;

TENCE LEAVING LAST SAID LINE, NORTH 44° 14' 24" WEST, 74.16 FEET TO THE **POINT OF BEGINNING**;

TENCE NORTH 88° 53' 38" WEST, 543.09 FEET, TO A POINT ON THE WESTERLY LINE OF SAID PARCEL (2021-164744 OR), ALSO BEING THE EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED RECORDED ON JANUARY 24, 2003, AS INSTRUMENT NO. 2003-016519;

TENCE ALONG SAID EASTERLY LINE, NORTH 0° 26' 51" EAST, 10.00 FEET;


TENCE LEAVING SAID LINE, SOUTH 88° 53' 38" EAST, 533.08 FEET;

TENCE SOUTH 44° 14' 24" EAST, 14.23 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 5,381 SQUARE FEET OR 0.1235 ACRES OF LAND, MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

DESCRIPTION PREPARED BY KIER & WRIGHT CIVIL ENGINEERS AND SURVEYORS, INC.



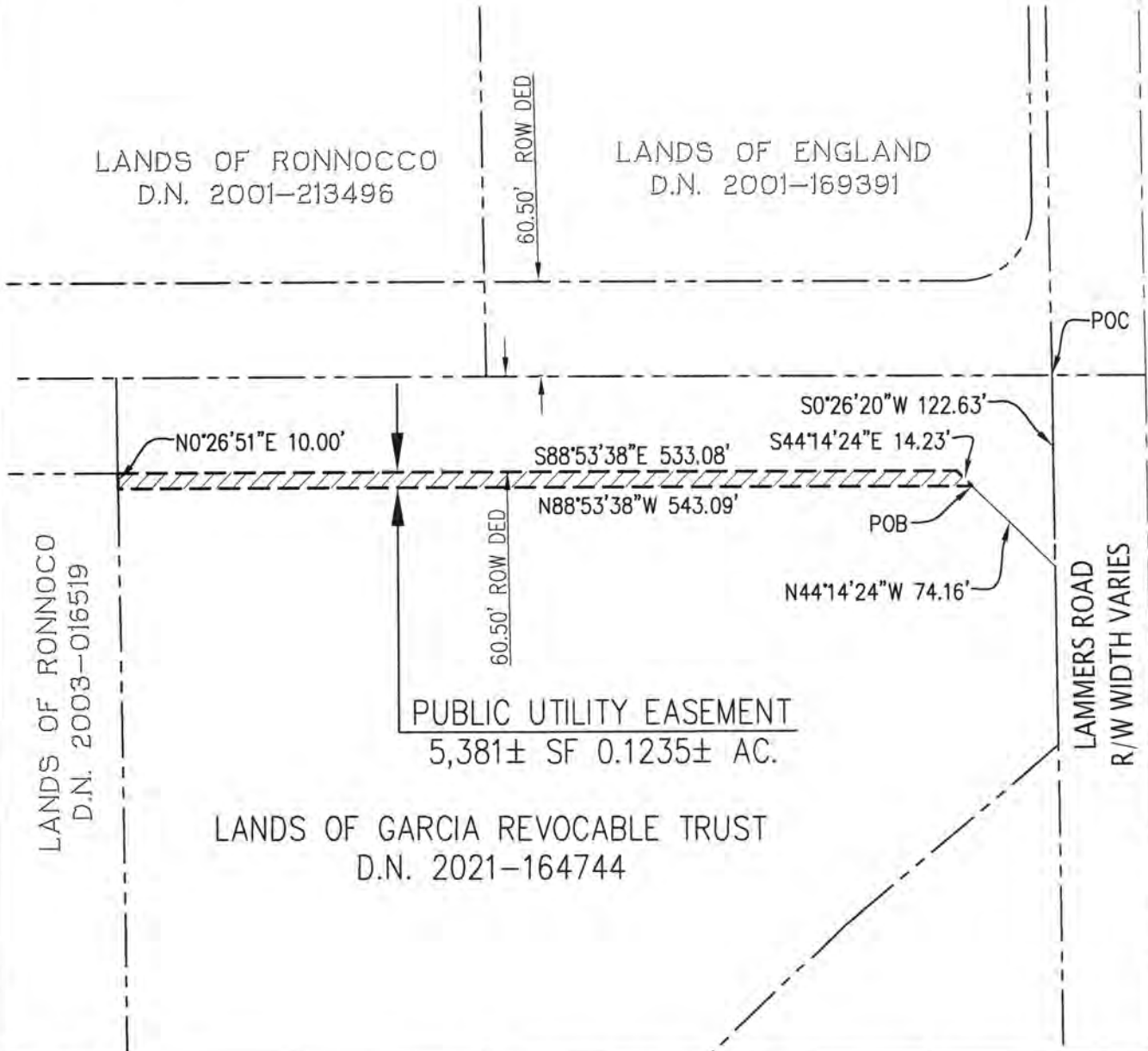
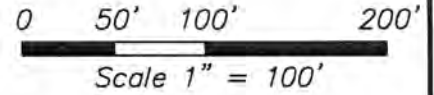
GARY K. LAMB, PLS 6627

03-14-25
DATE



LEGEND

- AC ACRES
- D.N. DOCUMENT NUMBER
- OR OFFICIAL RECORDS
- PM PARCEL MAP
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- ROW RIGHT OF WAY
- SF SQUARE FEET



KIER+WRIGHT

250 Cherry Lane, Suite 107, 208
Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B" PUBLIC UTILITY EASEMENT

TRACY,

CALIFORNIA

DATE MARCH, 2025

SCALE 1" = 100'

BY GKL

JOB NO. A09500-424

SHEET 1 OF 1

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2025-_____

(1) APPROVING THE OFFSITE IMPROVEMENT AGREEMENT BETWEEN THE CITY AND PROLOGIS, L.P. FOR OFFSITE IMPROVEMENTS ON PROMONTORY PARKWAY, (2) AUTHORIZING THE CITY CLERK TO ACCEPT LAND DEDICATIONS, AND (3) AUTHORIZING THE CITY CLERK TO FILE THE CONVEYANCE DOCUMENTS WITH THE SAN JOAQUIN COUNTY RECORDER.

WHEREAS, on September 17, 2013, the City and Prologis, L.P. (Developer) entered into a Development Agreement (DA) for the Cordes Ranch Specific Plan (CRSP). On December 20, 2013, the DA was recorded with San Joaquin County. On May 17, 2016, the City adopted the CRSP; and

WHEREAS, on July 14, 2021, Planning Commission approved a Tentative Subdivision Map Application (TSM19-0002) for Tract 4103 - International Park of Commerce Tentative Subdivision Map by Planning Commission Resolution No. 2021-012 (Tentative Map); and

WHEREAS, since the approval of the DA and CRSP, Developer has been submitting and the City has been approving various buildings by building Development Review Permits (DRPs); and

WHEREAS, the DRP for IPC Building 28 (D22-0002) (Project) was approved by the Development Services Director on March 5, 2024; and

WHEREAS, the Project's Conditions of Approval (COAs) require the Developer, amongst other things, to construct the roadway and utility improvements on Promontory Parkway Extension (Improvements); and

WHEREAS, the COAs for the Project also require the Developer to make various land dedications for public right-of-way (ROW) and public utility easement (PUE) purposes, as applicable for all improvements; and

WHEREAS, pursuant to the Tracy Municipal Code, Developer is required to execute the Offsite Improvement Agreement (OIA) (see Exhibit 1) and to post the necessary securities to guarantee completion of the Improvements; and

WHEREAS, the OIA is a legally binding mechanism guaranteeing Developer's construction of the offsite Improvements. The Improvement Plans and OIA are on file with

the City Engineer under Tracking No. ENG21-0028. Developer has executed the OIA and submitted the required security to guarantee completion; and

WHEREAS, all dedications are being made by Kashmir Takhar, a single woman, Primitivo Garcia-Rodriguez and Sofia Garcia, Trustees of the Garcia Revocable Trust dated December 20, 2013, and Ronnoco Properties of Tracy, L.P. (collectively Grantors); and

WHEREAS, while Developer was obligated to dedicate land for ROW and PUE purposes (pursuant to Condition C.10.2), it did not own the land now being offered by the Grantors. In this case, by mutual agreement between Developer and Grantors, Developer is obligated by the OIA to construct all public improvements, and the Grantors are dedicating the required land for ROW and PUE purposes; and

WHEREAS, staff has confirmed that all plats, legal descriptions, and executed conveyance documents submitted by Grantors are complete and are technically correct; and

WHEREAS, upon completion of the Improvements, staff will present the Improvements to City Council for acceptance and maintenance; and

WHEREAS, there will be no fiscal impact associated with this action. Developer will pay for the cost of processing the agreement, construction, and inspection; and

WHEREAS, the Developer will receive transportation impact fee credits and reimbursement that total to \$3,854,116 based on the City's Master Plan Fee Program and subject to Title 13 of the Tracy Municipal Code; and

WHEREAS, the proposed Project is within the scope of the development program evaluated in the Cordes Ranch Specific Plan Environmental Impact Report (CRSP EIR) and no subsequent EIR is required pursuant to Section 15162 of the California Environmental Quality Act (CEQA) Guidelines, under Section 15168(c) of the CEQA Guidelines, no further environmental review is required for the Project; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby approves the Offsite Improvement Agreement for IPC-Street Improvements on Promontory Parkway; and be it

FURTHER RESOLVED: That the City Council authorizes the City Clerk to accept land dedications (see Exhibit 2 and Exhibit 3); and be it

FURTHER RESOLVED: That the City Council authorizes the City Clerk to file the conveyance documents with the San Joaquin County Recorder's Office.

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on the 15th day of April 2025, by the following vote:

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

DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST: _____
NECY LOPEZ
Acting City Clerk and Clerk of the Council of the
City of Tracy, California

EXHIBITS:

Exhibit 1 - Offsite Improvement Agreement
Exhibit 2 - Promontory Parkway ROW Dedication
Exhibit 3 - Promontory Parkway PUE Dedication

**CITY OF TRACY
OFFSITE IMPROVEMENT AGREEMENT
FOR INTERNATIONAL PARK OF COMMERCE (IPC)
PROMONTORY PARKWAY EXTENSION**

This **OFFSITE IMPROVEMENT AGREEMENT FOR INTERNATIONAL PARK OF COMMERCE (IPC)) – STREET IMPROVEMENTS ON PROMONTORY PARKWAY EXTENSION**, (“**Agreement**”) is made and entered into by and between the **CITY OF TRACY**, a municipal corporation (“**City**”) and **PROLOGIS, L. P.**, a Delaware limited partnership (referred to as “**Developer**”).

RECITALS

- A. Developer is the legal owner of approximately one thousand two hundred and forty-two (1,242) acres of real property within the Cordes Ranch Specific Plan Area, which consists of approximately one thousand seven hundred and eighty (1,780) acres (“**Specific Plan Area**”). The Cordes Ranch Specific Plan (“**Specific Plan**”) is intended to create a state-of-the-art commerce and business park within the Specific Plan Area by establishing land use, zoning and development standards and regulations to provide for the phased development of approximately thirty-one (31) million square feet of general commercial, general office and business park industrial uses, related on- and off-site infrastructure, and passive and active use open space areas, trails, joint use park/detention facilities, and other related improvements, as described more fully therein (“**Project**”).
- B. On September 3, 2013, the Tracy City Council (“**City Council**”) adopted the Specific Plan and approved related land use entitlements to enable the Project to proceed. In connection therewith, the City Council approved that certain *Development Agreement by and Between the City of Tracy and Prologis, L.P.* (“**Development Agreement**”).
- C. The Development Review Application (D22-0002) (the “**Application**”) (the “IPC Building 28 Application”) for the construction of concrete curb and gutter, sidewalk, accessible ramps, driveways, water and sewer lines, storm drain systems, catch basins, fire hydrants, landscape with automatic irrigation, streetlights, traffic signals, signing and striping, joint trench and associated improvements between the curb and the street right-of-way on Promontory Parkway Extension (collectively, the “**Work**”), as approved by the Development Services Director on March 05, 2024, is on file with the City Engineer, and is incorporated herein by reference. The approval of the Application was subject to specific conditions of approval (hereinafter “**Conditions of Approval**”), attached hereto as Exhibit “A”, and incorporated by reference.
- D. In accordance with the Development Agreement, Specific Plan and Conditions of Approval, Developer has submitted, and the City Engineer has approved, those certain improvement plans and specifications relating to the construction to the Work. The Work is described more fully in thirty-six (36) sheets of improvement plans (Civil Plans include nineteen (19) sheets titled as “International Park of Commerce – Street Improvement Plans for Promontory Parkway Extension” prepared by Kier & Wright Civil Engineers & Surveyors, Inc. of Livermore, California; Street Light Plans titled as “Electrolier Site Plan” include five (5) sheets prepared by Vizion Utility Partners of Pleasanton, California; Traffic Signal & Signing and Striping Plans titled as “International Park of Commerce Promontory Extension Interim Traffic Signal Plans for the Intersection of Promontory

Parkway & Lammers Road” include seven (7) sheets prepared by TJKM of Pleasanton, California; and Photometric Site Plan include (5) five sheets prepared by Vizion Utility Partners of Pleasanton, California, (**ENG21-0028**), signed by the City Engineer on November 21, 2022. The Plans and Specifications are on file with the City Engineer and are incorporated herein by reference. The Work will be performed on the real property shown and more particularly described in Exhibit “B” hereto (the “**Property**”).

- E. Since the Work, as described above and in the Plans and Specifications, has not been completed, Developer has requested to execute this Agreement as authorized by Government Code Section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. SCOPE OF WORK. Developer shall perform, or cause to be performed, the Work in the manner and as described in the Plans and Specifications, to the satisfaction of the City Engineer, pursuant to this Agreement and, as applicable, Section 4 of the Development Agreement. The Work shall be performed, and all materials and labor shall be provided, at Developer’s expense, in the manner described in the Plans and Specifications, subject to the applicable fee reconciliation provisions set forth in Section 6 of the Development Agreement. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer, such approval not to be unreasonably withheld. Developer may submit a written request to the City Engineer for a change in the scope of the Work, as required by Tracy Municipal Code Section 12.36.060(f). To the extent applicable, all of the Work shall be performed by the Developer in accordance with the requirements of the State prevailing wage laws.
2. DEVELOPER’S AUTHORIZED REPRESENTATIVE. At all times during the progress of the Work, Developer shall have a competent foreman or superintendent (“**Authorized Representative**”) on site with authority to act on Developer’s behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. Exhibit “C” attached hereto includes the initial contact information referenced herein.
3. LOCATION OF PERFORMANCE. Developer shall perform the Work at the locations and grades shown on the Plans and Specifications or as otherwise approved by the City Engineer. Subject to the applicable provisions of Section 3.8 of the Development Agreement, in the event and to the extent required for the Work, Developer shall acquire all easements and/or rights-of-way necessary for the performance of the Work, at Developer’s expense, subject to applicable fee reconciliation provisions set forth in Section 6 of the Development Agreement.
4. IMPROVEMENT SECURITY. Concurrently with the execution of this Agreement, and prior to the commencement of any Work, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act (including Government Code Sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the following amounts:

- 4.1. Faithful Performance security in the amount of **\$ 5,743,928** to secure faithful performance of this Agreement (until the day following the date upon which the City Council accepts the Work as complete).
- 4.2. Labor and Material security in the amount of **\$ 5,743,928** to secure payment by Developer to laborers and materialmen (until the day following the date upon which any and all claims in connection with the Work are required to be made by laborers and materialmen in accordance with applicable laws).
- 4.3. Warranty security in the amount of **\$ 574,392.80** to guarantee improvements against any defective work or labor done or defective materials used in the performance of Work (from the day following the date upon which the City Council accepts the Work as complete through and including the same date in the following year).
5. IRREVOCABLE OFFER OF DEDICATION. Concurrently with the execution of this Agreement, Developer shall execute the Irrevocable Offer of Dedication (IOD) in the form attached hereto as Exhibit D. At Developer's expense, Developer shall also remove or insure over, as requested by City, any encumbrances City deems, in its discretion, to conflict with the City's intended ownership and use of the facilities as set forth in Tracy Municipal Code section 12.32.040. Developer acknowledges and agrees that City's acceptance of final improvements and release of Improvemnet securities pursuant to Section 4 is contingent upon elimination of these encumbrances by the Developer.
6. INSURANCE. Concurrently with the execution of this Agreement, and prior to the commencement of any Work, Developer shall furnish evidence to City that all of the following insurance requirements have been satisfied by the Developer or its general contractor responsible for the Work. The insurance coverage requirements below can also be covered by umbrella policies if approved by the City.
 - 6.1. General. Developer shall, throughout the duration of this Agreement, maintain or cause to be maintained insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services for the Work covered by this Agreement at the minimum levels set forth herein.
 - 6.2. Commercial General Liability. Developer shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. Developer's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.
 - 6.3. Automobile Liability. Developer shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01,

- 6.3.1 If Developer has no employees, or does not own automobiles, then “hired autos” and “non-owned autos” coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.
- 6.4. Workers’ Compensation. Developer shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance with limits of at least one million dollars (\$1,000,000). Developer shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.
- 6.5. Professional Liability. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.
- 6.6. Notice of Cancellation. Developer shall obtain endorsements to all insurance policies by which each insurer is required to provide thirty (30) days’ prior written notice to City should the policy be 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.
- 6.7. Authorized Insurers. All insurance companies providing coverage to Developer 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.
- 6.8. Insurance Certificate. Developer shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form reasonably satisfactory to the City Attorney.
- 6.9. Substitute Certificates. No later than five (5) calendar days prior to the policy expiration date of any insurance policy required by this Agreement, Developer shall provide City with a substitute certificate of insurance.
- 6.10. Developer’s Obligation. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any of its obligations hereunder (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary or desirable.
7. PERMITS, LICENSES AND COMPLIANCE WITH LAW. Developer shall, at its expense, obtain and maintain all necessary permits, approvals and licenses for performance of the Work, subject to City’s cooperation pursuant to the applicable provisions of Sections 3.4 and 3.5 of the Development Agreement. In its performance of the Work, Developer shall comply with all applicable local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

8. TIME OF PERFORMANCE. Time is of the essence in the performance of the Work, and Developer and the City shall with diligence and in good faith adhere to the timing requirements set forth herein unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to City, in writing, no later than ten (10) days after the start of the condition that purportedly caused the delay, and not later than the date on which performance is due.
 - 8.1. Commencement of Work. The Work shall begin within 60 days after the Effective Date of the Agreement. No later than fifteen (15) days prior to the commencement of such Work, Developer shall provide written notice to the City Engineer of the date on which Developer intends to commence Work. To the extent required, Developer shall not commence Work until after the notice required by this section is properly provided, and Developer shall not commence Work prior to the date specified in the written notice. Failure to provide said notice shall not relieve Developer's obligation to commence Work within 60 days after the Effective Date of the Agreement and failure to do so shall be deemed a material breach hereunder.
 - 8.2. Schedule of Work. Concurrently with the written notice of commencement of Work, Developer shall provide City with a written schedule of Work that is acceptable to the City Engineer in its reasonable discretion, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.
 - 8.3. Completion of Work. Developer shall complete all Work by the earlier of (A) no later than three hundred sixty-five (365) calendar days after Developer's submittal of its notice of commencement of Work pursuant to Section 8.1 above or, (B) if Developer fails to provide the requisite notice of commencement required under Section 8.1 above, then three hundred sixty-five (365) calendar days after the Effective Day. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Developer pays all processing fees for such time extension.
9. INSPECTION BY CITY. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation. When requested by Developer, City shall use reasonable efforts to complete the requested inspection. City inspections of the Work shall be conducted in accordance with the applicable provisions of Section 4 of the Development Agreement.
10. FEES AND FEE CREDITS. Developer shall pay all fees due to City in connection with the Work, and shall be eligible for fee credits, in accordance with the applicable provisions of Title 13 of the City of Tracy Municipal Code or the Development Agreement, whichever is applicable. Accordingly, to the extent not previously paid, concurrently with the execution of this Agreement, and prior to the commencement of any Work, Developer shall pay City the applicable Program Soft Costs (as that term is

defined in the Development Agreement) in accordance with the applicable provisions of Section 5.1(b) of the Development Agreement.

10.1. Transportation Impact Fee Credits. Immediately upon Developer's execution of this Agreement and provision of the Improvement Security described in Section 4 and after satisfying all the requirements Pursuant to Tracy Municipal Code Section 13.08.010. Developer shall be eligible for fee credits against Developer's obligation to pay the City's Transportation Master Plan Impact Fees in the amount of \$3,854,116. Developer is responsible for paying the associated program management fee.

11. DEFAULT.

11.1. Notice of Default. Subject to compliance with the applicable provisions of Sections 4.4(a) and (b) of the Development Agreement, in the event that Developer is in default of this Agreement, as defined in this Section 11, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

11.2. Material Breach. Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):

11.2.1. The Developer is insolvent, bankrupt, or makes a general assignment of the benefit of its creditors.

11.2.2. The Developer abandons the Work site.

11.2.3. The Developer fails to perform one or more requirements of this Agreement, and fails to cure any such non-performance pursuant to Section 11.3, below.

11.2.4. The Developer violates any legal requirements related to the Work, and fails to cure such violation pursuant to Section 11.3, below.

11.3. Cure of Default. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

11.3.1. Cure the default in accordance with Section 4.4(b) of the Development Agreement.

11.3.2. Demand that Developer complete performance of the Work.

11.3.3. Demand that Developer's surety (if any) complete performance of the Work.

- 11.3.4. Enter the Property and complete the Work. To this end, Developer hereby grants City a license to enter onto the Property that is the subject of this Agreement, to complete the Work in the event of an uncured default.
- 11.3.5. Any other judicial remedies available to the City.
12. REPAIR OF ANY DAMAGE. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.
13. ACCEPTANCE OF WORK. Upon Developer's satisfactory completion, as reasonably determined by the City Engineer, of all items on all punch lists prepared by the City for the Work, City Staff shall use its best efforts to expeditiously present the improvements comprising the Work to the City Council for the City Council's final acceptance. Prior to final acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work, and maintaining safety at the Work site.
14. WARRANTY PERIOD. Developer shall warrant the quality of the Work, in accordance with the Plans and Specifications, for a period of one (1) year after final acceptance of the Work by the City Council, consistent with Section 4.3 above.
15. INDEPENDENT CONTRACTOR STATUS. Developer is an independent contractor, and the parties agree that City shall have no responsibility for any acts of Developer's employees, agents, representatives, contractors or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of City as an agent, or to bind City to any obligation whatsoever, unless City provides prior written authorization to Developer.
16. OWNERSHIP OF WORK. All original documents prepared by Developer for this Agreement shall be given to City upon City's final acceptance of the Work; provided, however, ownership of said documents shall be determined in accordance with applicable laws and with Developer's contracts with its design professionals.
17. INDEMNIFICATION. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees except when caused by the gross negligence or willful misconduct of City until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 14, above, has expired, at which time the indemnification obligations under this Section 17 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section 17 are in addition to all other Developer

obligations set forth in this Agreement, and shall not affect Developer's warranty obligations set forth in Section 14, above.

18. ASSIGNMENT AND DELEGATION. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of City, which shall not be unreasonably withheld, delayed or denied. Any attempt to assign or delegate this Agreement without City's written consent shall be void and of no force and effect. Consent by City to one assignment shall not be deemed to be consent to any subsequent assignment.

19. NOTICES.

19.1. Notice in Writing. All notices, demands, or other communications that this Agreement contemplates, authorizes or requires shall be in writing and shall be personally delivered and electronically mailed to the respective party as follows:

City: City of Tracy
Attn: City Engineer
333 Civic Center Plaza
Tracy, CA 95376
notice@cityoftracy.org

Prologis: Prologis L.P.
Attn: Matthew Sims
Pier 1, Bay 1
San Francisco, CA 94111
Tel: (415) 733-9525
Fax: (415) 733-2171

msims@prologis.com

Copy to: City Attorney's Office
Attn: City Attorney
333 Civic Center Plaza
Tracy, CA 95376
attorney@cityoftracy.org

Copy to: Rutan & Tucker, LLP
Attn: John A. Ramirez
611 Anton Blvd.
Costa Mesa, CA 92694
Tel: 714-662-4610
Fax: 415.262.5199

jramirez@rutan.com

Copy to: Prologis L.P.
Attn: General Counsel
1800 Wazee Street, Suite 500
Denver, CO 80202
Tel: 303.567.5000
Fax: 303.567.5903

legalnotice@prologis.com

19.2. Communications shall be deemed to have been given and received when actual receipt at the email address designated above occurs.

20. MODIFICATIONS. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

21. 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.
22. SEVERABILITY. In the event a court of competent jurisdiction holds any term of this Agreement invalid, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect.
23. 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.
24. ENTIRE AGREEMENT. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the Work. This Agreement supersedes all prior negotiations, representations or agreements as such may relate to performance of the Work.
25. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Developer and City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY

Dan Arriola, Mayor
Date: _____

Attest:

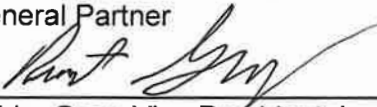
Necy Lopez, Acting City Clerk

Approved as to form:

Andrew Shen, Interim City Attorney

PROLOGIS, L.P. a Delaware Limited Partnership

By: Prologis, Inc. a Maryland corporation, its
General Partner



Bobby Gray, Vice President, Investment Officer
Date: 3/20/2025

ATTACHMENTS:

- Exhibit A – Conditions of Approval – IPC Building 28, D22-0002
- Exhibit B – Property Description
- Exhibit C - Contact Information of Authorized Representative
- Exhibit D - Irrevocable Offer of Dedication (IOD)
- Exhibit E – Fee Credits

NOTARY ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which the certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of San Francisco)

On March 20th, 2025, before me, Noemy Peev, Notary Public, personally appeared **Robert Wittner Gray**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the **Recitals [City of Tracy – Offsite Improvement Agreement for International Park of Commerce (IPC)]** and acknowledged to me that she executed the same in her authorized capacity, and that by his signature on the **Recitals [City of Tracy – Offsite Improvement Agreement for International Park of Commerce (IPC)]** the person, or the entity upon behalf of which the person acted, executed the **Recitals [City of Tracy – Offsite Improvement Agreement for International Park of Commerce (IPC)]**.

I Certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Noemy Peev, Notary Public

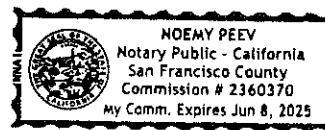


Exhibit A – Conditions of Approval – IPC Building 28, D22-0002

Exhibit A

DIRECTOR'S DETERMINATION 2024-2

A DETERMINATION OF THE DIRECTOR OF DEVELOPMENT SERVICES FOR THE CITY OF TRACY

Application Number D22-0002

WHEREAS, the applicant is HPA, Inc. and property owner is Prologis, LP, (collectively, Applicant) submitted Development Review Permit application for the development of IPC Building 28, an approximately 524,081 square foot industrial building and associated parking and landscape improvements, on an approximately 26.5-acre site located at 5390 Promontory Parkway, Assessor's Parcel Number 209-220-28; and

WHEREAS, the following considerations were relevant in evaluating this application: Existing and planned infrastructure improvements, such as adjacent roadways, water and sewer lines, storm drain systems, the project's visual impact on Promontory Parkway and other nearby existing and planned roads, on-site circulation, architecture, and landscaping, IPC 16 & 28 Transportation Technical Report dated May 30, 2023, the Environmental Impact Report (CRSP EIR) certified on September 3, 2013 for the Cordes Ranch Specific Plan, and the 2024 Addendum to Cordes Ranch Specific Plan EIR; and

WHEREAS, the Director of Development Services for the City of Tracy (Director) approved and adopted the 2024 Addendum to Cordes Ranch Specific Plan EIR pursuant to that certain Director's Determination 2024-1 on March 5, 2024 and determined that no subsequent EIR is required for approval of this building IPC 28; and

WHEREAS, Staff has reviewed the application and determined that the following City regulations apply: TMC Sec 10.08.3920 et seq.: Development Review; TMC Sec 10.08.3440 et seq.: Off-Street Parking Requirements; Cordes Ranch Specific Plan; City of Tracy Design Goals and Standards; and

WHEREAS, the Director of Development Services has determined that the proposed project is consistent with the Cordes Ranch Specific Plan Environmental Impact Report (CRSP EIR), approved by the City Council on September 3, 2013, the CRSP Addendum dated January 2024, and the General Plan EIR approved by the City Council on February 1, 2011;

NOW, THEREFORE, THE DIRECTOR OF DEVELOPMENT SERVICES OF THE CITY OF TRACY DOES HEREBY FIND AND DETERMINE:

1. Recitals. All the recitals stated above are true and correct.
2. Development Review Findings:
 - a. The proposal increases the quality of the project site and enhances the property in a manner that therefore improves the property in relation to the surrounding area and the citizens of Tracy, because the proposed project improves the use and aesthetic quality of the currently undeveloped site, enhancing the property with the establishment of a new, well-designed industrial building and landscaping improvements. The building consists of a variety of horizontal and vertical elements for visual interest, including large areas of glazing at building corners and long expanses of glazing throughout the side elevations of the

Director of Development Services Determination
IPC Building 28, Application No. D22-0002
Page 2

building, metal canopies, colored concrete accents, and building façade popouts and recesses every few hundred feet or less. The site is well landscaped on the perimeter and throughout the parking area, as well as a large area of landscaping at the northwest corner of the site. The truck and trailer areas are oriented such that they will not face the public right-of-way, and evergreen landscaping is planned along the lengths of these areas so that they will not be readily visible from public view.

- b. The proposal, as conditioned, conforms to the Cordes Ranch Specific Plan, the Tracy Municipal Code, the City of Tracy General Plan, the Citywide Design Goals and Standards, applicable City Standards, California Building Codes, and California Fire Codes, including land use, building design, off-street parking and circulation, and landscaping design. In particular, an industrial distribution land use is consistent with the Business Park Industrial Zone requirements of the Cordes Ranch Specific Plan and the project, with conditions, is consistent with parking, landscaping, utilities, public right-of-way, and other City improvement requirements.

3. CEQA Compliance.

- a. Pursuant to Sections 15162 and 15164 of the State CEQA Guidelines, no conditions or circumstances of the proposed project exist that would require preparation of a subsequent EIR in connection with the proposed project. No new significant environmental impacts have been identified with the proposed project. Since the certification of the Final EIR, there has been no new information showing that mitigation measures or alternatives once considered infeasible are now feasible or showing that there are feasible new mitigation measures or alternatives substantially different from those analyzed in the CRSP EIR that the City declined to adopt. Project implementation would not create significant environmental effects or create a substantial increase in the severity of previously identified significant effects. Therefore, preparation of a subsequent EIR is not required and the appropriate CEQA document for the proposed Project is the Addendum to the City of Tracy CRSP EIR. No additional environmental analysis or review is required for the proposed Project.

I HEREBY CERTIFY that the foregoing determination was duly approved on the 5th day of March 2024.



DocuSigned by:
Karin Schnaider
2DC0567D8C0F45E...

Karen Schnaider
Interim Director of Development Services

3/15/2024 | 10:14 AM PDT

Date

**CITY OF TRACY
CONDITIONS OF APPROVAL
IPC Building 28
Application Number D22-0002**

A. General Provisions and Definitions

1. These Conditions of Approval shall apply to the real property located at 5390 Promontory Parkway, Assessor's Parcel Number 209-220-28, Application Number D22-0002, an approximately 524,081 square foot industrial building and associated site area improvements on approximately 26.5 acres of land (hereinafter "Project").
2. The following definitions shall apply to these Conditions of Approval:
 - a. "Applicant" means any person, or other legal entity, defined as a "Developer".
 - b. "City Engineer" means the City Engineer of the City of Tracy, or any other duly licensed engineer designated by the City Manager, or the Development Services Director, or the City Engineer to perform the duties set forth herein.
 - c. "City Regulations" means all written laws, rules, and policies established by the City, including those set forth in the City of Tracy General Plan, the Tracy Municipal Code, Cordes Ranch Specific Plan, ordinances, resolutions, policies, procedures, and City's Design Documents (including the Standard Plans, Standard Specifications, Design Standards, and relevant Public Facility Master Plans), and the California Building Code and California Fire Code.
 - d. "Development Services Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director to perform the duties set forth herein.
 - e. "Conditions of Approval" shall mean the conditions of approval applicable to the approximately 524,081 square foot industrial building and associated site improvements, Application Number D22-0002. The Conditions of Approval shall specifically include all City of Tracy conditions set forth herein, including South San Joaquin County Fire Authority conditions, set forth herein.
 - f. "Project" means Application Number D22-0002, a 524,081 square foot industrial building with associated site area improvements on the real property located at 5390 Promontory Parkway, Assessor's Parcel Number 209-220-28, a site of approximately 26.5 acres in size.
 - g. "Developer" means any person, or other legal entity, who applies to the City to divide or cause to be divided real property within the Project boundaries, or who applies to the City to develop or improve any portion of the real property within the Project boundaries. The term "Developer" shall include all successors in interest.
3. The Developer shall comply with all laws (federal, state, and local) related to the development of real property within the Project, including, but not limited to: the Planning and Zoning Law (Government Code sections 65000, et seq.), the Subdivision Map Act (Government Code sections 66410, et seq.), the California Environmental

Quality Act (Public Resources Code sections 21000, et seq., "CEQA"), and the Guidelines for California Environmental Quality Act (California Administrative Code, Title 14, Sections 1500, et seq., "CEQA Guidelines").

4. Unless specifically modified by these Conditions of Approval, the Developer shall comply with all City Regulations.
5. Pursuant to Government Code section 66020, including section 66020(d)(1), the City HEREBY NOTIFIES the Developer that the 90-day approval period (in which the Developer may protest the imposition of any fees, dedications, reservations, or other exactions imposed on this Project by these Conditions of Approval) has begun on the date of the conditional approval of this Project. If the Developer fails to file a protest within this 90-day period, complying with all of the requirements of Government Code section 66020, the Developer will be legally barred from later challenging any such fees, dedications, reservations or other exactions.

B. Planning Division Conditions of Approval

- B.1. Except as otherwise modified herein, the project shall be developed in accordance with the plans and color elevations received by the Development Services Department on August 17, 2022. Prior to the issuance of any building permits, any deviations from the approved site plan or elevations shall be evaluated for substantial compliance with the approved plans to the satisfaction of the Development Services Director. Should any deviations be determined not to be in substantial compliance with the approved plans, they shall be reviewed in a new Development Review application process.
- B.2. No roof-mounted or through-roof equipment, including, but not limited to, HVAC units, vents, fans, antennas, sky lights and dishes whether proposed as part of this application, potential future equipment, or any portion thereof, shall be visible from any public right-of-way, including I-205 and I-580, to the satisfaction of the Development Services Director. Prior to the issuance of a building permit, the construction plans shall demonstrate compliance with this requirement, such as details for the construction of a parapet wall adequately sized to fully screen the equipment and no less than six feet in height.
- B.3. All exterior lighting shall be directed downward, onto the parking and maneuvering surface and away from the public rights-of-way.
- B.4. All PG&E transformers, phone company boxes, trash enclosures or compactors, Fire Department connections, backflow preventers, irrigation controllers, and other on-site utilities, shall be vaulted or screened from view from any public right-of-way, behind structures or landscaping, to the satisfaction of the Development Services Director.
- B.5. The applicant shall pay all applicable fees for the project, including, but not limited to, development impact fees, building permit fees, plan check fees, grading permit fees, encroachment permit fees, inspection fees, school fees, or any other City or other agency fees or deposits that may be applicable to the project.

- B.6. All improvements shall be consistent with the Tracy Municipal Code, Cordes Ranch Specific Plan, Standard Plans, and other applicable City Regulations.
- B.7. All vents, gutters, downspouts, flashing, electrical conduit, etc. shall be internal to the buildings when feasible, and any improvement necessary to be installed on the exterior of the building shall be painted to match the color of the adjacent surface or otherwise designed in harmony with the building exterior to the satisfaction of the Development Services Director.
- B.8. Where landscape planters are parallel and adjacent to the side of vehicular parking spaces, a 12" wide concrete curb shall be placed adjacent to the parking space to allow for pedestrian access to vehicles without damage to the landscape areas.
- B.9. Prior to issuance of a building permit, detailed plans demonstrating compliance with onsite landscaping standards as established in the Cordes Ranch Specific Plan and the Tracy Municipal Code Off-Street Parking ordinance. Such plans shall demonstrate that all landscape areas, including bioswales, are appropriately comprised of a combination of trees, shrubs, groundcover, and irrigation to the satisfaction of the Development Services Director.
- B.10. Screening shrubs planted on the east side of the property shall be min. 15 gallon at planting.
- B.11. Prior to issuance of a building permit, an Agreement for Maintenance of Landscape and Irrigation Improvements shall be executed and financial security submitted to the Development Services Department. The Agreement shall ensure maintenance of the on-site landscape and irrigation improvements for a period of two years. Said security shall be equal to the actual material and labor costs for installation of the on-site landscape and irrigation improvements or \$2.50 per square foot of on-site landscape area.
- B.12. Prior to final inspection or certificate of occupancy, all landscaping and irrigation substantially conforming with the development review permit plans dated August 17, 2022 and the approved building permit construction plans shall be installed to the satisfaction of the Development Services Director.
- B.13. Prior to issuance of a building permit, bicycle parking spaces shall be provided in accordance with Tracy Municipal Code Section 10.08.3510 to the satisfaction of the Development Services Director.
- B.14. Prior to final inspection or certificate of occupancy, carpooling/ridesharing and electric vehicle parking spaces shall be clearly marked, per the requirements of the Natural Resources and Sustainability section of the CRSP.
- B.15. Prior to final inspection of certificate of occupancy, on-site circulation signs shall be installed to the satisfaction of the Development Services Director.

- B.16. No outdoor storage of materials is permitted on the site.
- B.17. Prior to the erection of any light poles with a height in excess of 40 feet, the developer shall gain the approval of the Conditional Use Permit from the Planning Commission. Should a Conditional Use Permit not be approved, any freestanding light poles shall not exceed a height of 40 feet.
- B.18. No chain link fence is permitted on site where it would be visible from the public right-of-way. Electronically charged, razor wire, barbed wire, integrated corrugated metal, or plain exposed plastic concrete/PCC fences, vinyl slats, and woven fabric fences are not permitted anywhere on site.
- B.19. Prior to approval of a building permit, the applicant shall submit detailed plans that demonstrate the truck loading areas, dock doors, storage areas, and above-ground utilities will be substantially screened from view from all public rights-of-way to the satisfaction of the Development Services Director.
- B.20. Trash collection exterior of the building shall be done within either trash compactor(s) or trash enclosure(s). Trash compactors shall be screened from view by the building, screen walls, or landscape screens to the satisfaction of the Development Services Director. Trash enclosures shall be designed and appropriately sized for this project, including allowance for recycling collection. The trash and recycling collection enclosure shall include a solid roof structure, solid metal doors, and solid walls sufficiently sized to fully screen the dumpsters. A six-inch concrete curb and/or bollards may be installed on the interior of the enclosure for the protection and durability of the enclosure walls. A building permit is required prior to construction of such enclosures for the evaluation of design and location to the satisfaction of the Development Services Director.
- B.21. All separate structures, including trash enclosures, shall be designed to be architecturally compatible with the building and/or trellis shown in the plans dated August 17, 2022, which includes but is not limited to, design, materials, and colors.
- B.22. Before the approval of a building permit, the applicant shall submit detailed plans that show the location and improvements for a high-quality outdoor employee break area to the satisfaction of the Development Services Director. Such area shall be incorporated as part of site design and should include special paving, tables, benches, shade trees and other amenities that support employee events and serve as an informal gathering space.
- B.23. Unless specifically modified by these Conditions of Approval, the Developer shall comply with all mitigation measures identified in the CEQA 15183 environmental analyses dated November 2022, the Cordes Ranch Specific Plan Environmental Impact Report (CRSP EIR), approved by the City Council on September 3, 2013, the CRSP Addendum dated January 2024 accepted by the Development Services Director on March 5, 2024, and the General Plan EIR approved by the City Council on February 1, 2011.

- B.24. Prior to issuance of a building permit, the developer shall provide documentation of compliance with the San Joaquin Valley Air Pollution Control District Rule 9510, Indirect Source Review to the Development Services Department.
- B.25. The Developer shall comply with all applicable provisions of the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan, including Incidental Take Minimization Measures applicable at the time of permit, a pre-construction survey prior to ground disturbance, and payment of all applicable fees, to the satisfaction of San Joaquin Council of Governments.

C. Engineering Division Conditions of Approval

C.1. General Conditions

- C.1.1. Developer shall comply with the applicable requirements of the technical analyses and reports prepared for the Project listed as follows:
- a) "Cordes Ranch Specific Plan" prepared by David Babcock & Associates, dated September 3, 2013 ("Specific Plan").
 - b) "Cordes Ranch Specific Plan Final Environmental Impact Report", prepared by The Planning Center | DC&E, dated September 3, 2013 ("FEIR"), adopted by City Council on September 3, 2013 (Resolution No. 2013-143).
 - c) "Mitigation Measures and Monitoring Program for the Cordes Ranch Specific Plan", adopted by the City Council September 3, 2013 (Resolution No. 2013-143).
 - d) "Cordes Ranch Specific Plan – Storm Drainage Technical Report" prepared by Storm Water Consulting, Inc. and Stantec, Inc., dated December 2012, and any subsequent amendments or updates.
 - e) "Cordes Ranch Specific Plan Tier 2 Infrastructure Evaluation of Potable and Recycled Water Systems" prepared by West Yost Associates, Inc. dated July 7, 2014, and any amendments or updates.
 - f) "Wastewater Master Plan Tier 2 – Cordes Ranch Specific Plan Application Review" prepared by CH2MHill, Inc. dated January 2013, and any subsequent amendments or updates.
 - g) "IPC 28 Engineering Review" report prepared by Kimley-Horn, dated August 5, 2022, and any subsequent amendment or updates.
 - h) "IPC 16 & 28 Transportation Technical Report" prepared by Kimley-Horn, dated January 25, 2024, and any subsequent amendments or updates.
 - i) "Hydraulic Evaluation of IPC Buildings 13, 18, and 28" prepared by West Yost Associates, Inc., dated May 11, 2022 ("Water System Analysis"), and any subsequent amendments or updates.

- j) "International Park of Commerce (IPC) Buildings 13, 18, and 28 Drainage Review" prepared by Wood Rodgers dated September 15, 2022 ("Drainage Review"), and any subsequent updates.
- k) Addendum to Cordes Ranch Specific Plan EIR - IPC Building 28 and Revision of Mitigation Measure MM TRANS-1" prepared by Kimley-Horn, dated January 2024, and subsequent amendments or updates.

C.1.2. Developer shall comply with applicable requirements of the Development Agreement by and between the City of Tracy and Prologis, L.P., approved by City Council September 3, 2013 (Ordinance Number 1188).

C.2. Grading Permit

The City will not accept a Grading Permit application for the Project until Developer provides all documents related to said Grading Permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

- C.2.1 On-site Grading/Drainage Plans and Improvement Plans shall be prepared on a twenty-four (24) inch x thirty-six (36) inch size four (4) 20-pound bond paper. These plans shall use the City's Title Block. Plans shall be prepared under the supervision of, stamped and signed by a Registered Civil Engineer and Registered Geotechnical Engineer. Developer shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the plans including signatures by the Fire Marshal, prior to submitting the plans to Engineering Division for City Engineer's signature. Erosion control measures shall be implemented in accordance with the Plans approved by the City Engineer for all grading work. All grading work not completed before October 15 may be subject to additional requirements as applicable. Plans shall specify all proposed erosion control methods and construction details to be employed and specify materials to be used during and after the construction.
- C.2.2 Developer has obtained the approval (i.e. recorded easements for slopes, drainage, utilities, access, parking, etc.) of all other public agencies and/or private entities with jurisdiction over the required public and/or private facilities and/or property. Written permission from affected owner(s) will be required to be submitted to the City prior to the issuance of the Grading Permit.
- C.2.3 All existing on-site water well(s), septic system(s), and leech field(s), if any, shall be abandoned or removed in accordance with the City and San Joaquin County requirements. Developer shall be responsible for all costs associated with the abandonment or removal of the existing well(s), septic system(s), and leech field(s) including the cost of permit(s) and inspection. Developer shall submit a copy of written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), prior to the issuance of the Grading Permit.

- C.2.4 Payment of the applicable Grading Permit fees, which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.
- C.2.5 For Projects on property larger than one (1) acre: Prior to the issuance of the Grading Permit, Developer shall submit to the Utilities Department (stephanie.hiestand@cityoftracy.org) one (1) electronic copy and one (1) hard copy of the Storm Water Pollution Prevention Plan (SWPPP) as submitted in Stormwater Multiple Applications and Reporting Tracker System (SMARTS) along with either a copy of the Notice of Intent (NOI) with the state-issued Wastewater Discharge Identification number (WDID) or a copy of the receipt for the NOI. After the completion of the Project, the Developer is responsible for filing the Notice of Termination (NOT) required by SWQCB, and shall provide the City, a copy of the completed Notice of Termination. Cost of preparing the SWPPP, NOI and NOT including the annual storm drainage fees and the filing fees of the NOI and NOT shall be paid by the Developer. Developer shall comply with all the requirements of the SWPPP, applicable Best Management Practices (BMPs) and the Stormwater Post-Construction Standards adopted by the City in 2015 and any subsequent amendment(s).
- C.2.6 Developer shall provide a PDF copy of the Project's Geotechnical Report signed and stamped by a Registered Geotechnical Engineer. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, compaction recommendations, retaining wall recommendations, if necessary, paving recommendations, paving calculations such as gravel factors, gravel equivalence, etc., slope recommendations, and elevation of the highest observed groundwater level.
- C.2.7 Two (2) sets of Hydrologic and Storm Drainage Calculations for the design of the on-site storm drainage system.
- C.2.8 Developer shall provide a copy of the approved Incidental Take Minimization Measures (ITMM) habitat survey [San Joaquin County Multi-Species Habitat Conservation & Open Space Plan (SJMSCP)] from San Joaquin Council of Governments (SJCOG).
- C.2.9 Developer shall provide a copy of the Approved Fugitive Dust and Emissions Control Plan that meets San Joaquin Valley Air Pollution Control District (SJVAPCD) as required in Mitigation Measure AQ-1 and AQ-2 of the Mitigation Monitoring and Reporting Program of the Cordes Ranch Specific Plan Final Environmental Impact Report (CRSP EIR).
- C.2.10 Developer shall provide a copy of the approved Air Impact Assessment (AIA) with an Indirect Source Review (ISR) from San Joaquin Valley Air Pollution Control District (SJVAPCD).
- C.2.11 Developer shall abandon or remove all existing irrigation structures, channels and pipes, if any, as directed by the City after coordination with the

irrigation district, if the facilities are no longer required for irrigation purposes. If irrigation facilities, including tile drains, are required to remain to serve existing adjacent agricultural uses, the Developer will design, coordinate and construct required modifications to the facilities to the satisfaction of the affected agency and the City. Written permission from irrigation district or affected owner(s) will be required to be submitted to the City prior to the issuance of the Grading Permit. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Developer.

- C.2.12 If at any point during grading that the Developer, its contractor, its engineers, and their respective officials, employees, subcontractor, and/or subconsultant exposes/encounters/uncovers any archeological, historical, or other paleontological findings, the Developer shall address the findings as required per the General Plan Cultural Resource Policy and General Plan EIR; and subsequent Cultural Resource Policy or mitigation in any applicable environmental document.

C.3. Encroachment Permit

No applications for encroachment permit will be accepted by the City as complete until the Developer provides all relevant documents related to said encroachment permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

- C.3.1 Improvement Plans prepared on a 24" x 36" size 20-pound bond paper and these Conditions of Approval. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.
- a. Obtain all applicable signatures by City departments (where applicable) on the plans including signatures by Fire Marshal prior to submitting the plans to Engineering Division for City Engineer's approval.
- C.3.2 Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.
- C.3.3 Signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of the identified public improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC), and the OIA. The Developer's obligations in the OIA shall be deemed to be satisfied upon City Council's acceptance of the public improvements and release of the Improvement Security.
- C.3.4 Check payment for the applicable engineering review fees which include plan checking, permit and agreement processing, testing, construction

inspection, and other applicable fees as required by these Conditions of Approval. The engineering review fees will be calculated based on the current fee rate adopted by the City Council.

- C.3.5 Traffic Control Plan signed and stamped by a Registered Civil Engineer or Traffic Engineer licensed in the State of California.
- C.3.6 South San Joaquin County Fire Authority's Fire Marshal's signature, if applicable, on the Improvement Plans indicating their approval for the fire service connection and fire and emergency vehicle access for the Project.

C.4. Improvement Plans

Improvement Plans shall contain the design, construction details and specifications of public improvements that are necessary to serve the Project. The Improvement Plans shall be drawn on a 24" x 36" size 20-pound bond paper and shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work. The Improvement Plans shall be completed to comply with City Regulations, these Conditions of Approval, and the following requirements:

- C.4.1 The Improvement Plans shall be prepared on paper with the City of Tracy standard title and signature block.
- C.4.2 Obtain all applicable signatures by City departments and from outside agencies (where applicable) on the plans including signatures by the Fire Marshal, prior to the Developer submitting the plans to Engineering Division for City Engineer's approval.
- C.4.3 The improvement plans shall be prepared to specifically include, but not be limited to, the following items:
 - a. All existing and proposed utilities such as domestic water line, irrigation service, storm drain, and sanitary sewer, including the size and location of the pipes.
 - b. All supporting engineering calculations, materials information or technical specifications, cost estimate, and technical reports.
 - c. Developer shall provide a PDF copy of the Project's Geotechnical Report signed and stamped by a Registered Geotechnical Engineer. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, compaction recommendations, retaining wall recommendations, if necessary, paving recommendations, paving calculations such as gravel factors, gravel equivalence, etc., slope recommendations, and elevation of the highest observed groundwater level.

C.4.4 Grading and Storm Drainage Plans

Site Grading

- a. Include all proposed erosion control methods and construction details to be employed and specify materials to be used. All grading work shall be performed and completed in accordance with the recommendation(s) of the Project's Geotechnical Engineer. A copy of the Project's Geotechnical Report must be submitted with the Grading and Storm Drainage Plans.
- b. When the grade differential between the Project Site and adjacent property(s) exceeds 12 inches, a reinforced concrete or masonry block, or engineered retaining wall is required for retaining soil. The Grading Plan shall show construction detail(s) of the retaining wall or masonry wall. The entire retaining wall and footing shall be constructed within the Project Site. A structural calculation shall be submitted with the Grading and Storm Drainage Plans.
- c. An engineered fill may be accepted as a substitute of a retaining wall, if any, subject to approval by the City Engineer. The Grading and Storm Drainage Plans must show the extent of the slope easement(s). The Developer shall be responsible for obtaining permission from owner(s) of the adjacent and affected property(s). The slope easement must be recorded, prior to the issuance of the final building certificate of occupancy.
- d. Grading for the site shall be designed such that the Project's storm water can overland release to either a public street or to a public storm drainage facility.
- e. Prior to approval of a grading permit for the Project, the Developer shall submit a drainage report and drainage calculations for the project site based on the Master Plan criteria and starting water surface elevation for review by City's consultant.
- f. If applicable, show all existing irrigation structure(s), channel(s) and pipe(s) that are to remain or to be relocated or to be removed, if any, after coordinating with the irrigation district or owner of the irrigation facilities. If there are irrigation facilities including tile drains, that are required to remain to serve existing adjacent agricultural uses, the Developer shall design, coordinate and construct required modifications to the improvements, if required, to the reasonable satisfaction of the City.

C.4.5 Storm Drainage

- a. Prior to issuance of grading Permit the Developer shall demonstrate compliance with all recommendations in the Drainage Review.
- b. Temporary retention is required to serve this project until the downstream outfall system is completed and operational. The Developer

will construct, improve, and utilize a portion of DET LW6 as an Auxiliary Temporary Retention Basin to satisfy the requirements for temporary retention as set forth in the City Design Standards. IPC Building 28 will utilize DET LW6 to satisfy the requirements for temporary retention set forth in the City Design Standards. Developer shall provide calculations to demonstrate that adequate capacity in the LW6 DET retention basin is available to serve the Project. All costs of design and construction of improvements required for temporary storage shall be paid for by the Developer. No fee credits or reimbursements will be applicable for these improvements.

- c. Acceptance of DET LW6 parcel by City will be upon completion of the downstream facilities, and upon the determination by the City Engineer that the DET LW6 basin is constructed and operational per the Storm Drainage Master Plan.
- d. If, at the time of issuance of building permit, the permanent downstream facilities are not constructed so that stormwater from this project can be discharged into it, then developer shall (1) construct temporary retention on site, or (2) construct the downstream facilities.
- e. Developer shall be responsible for maintenance of the Auxiliary Temporary Retention Basin at DET LW6 until DET LW6 and the downstream drainage facilities are installed by Developer and accepted by the City. Prior to the final inspection of IPC 28 Building to be constructed on the Property, the Developer shall submit a signed and notarized Improvement Agreement as a guarantee for the performance of Developer's responsibilities towards the repair and maintenance of the Auxiliary Temporary Retention Basin at DET LW6. These agreements will ensure the Auxiliary Temporary Retention Basin will conform to Master Plan requirements until the City Engineer determines the Auxiliary Temporary Retention Basin is no longer required as a result of the completion and City acceptance of the permanent drainage facilities per the Storm Drainage Master Plan Layout and design of access easements, if any, to be dedicated to the City shall be per the requirements of Public Works Department and as approved by the City Engineer.
- f. Calculations related to the design and sizing of on-site storm water treatment facilities must be submitted with the Grading and Storm Drainage Plans and approved by City's Stormwater Coordinator prior to issuance of the Grading Permit for the Project.
- g. The design and construction details of the Project's storm drainage system and treatment facilities shall meet City Regulations and shall comply with the applicable requirements of the Multi-Agency Post-Construction Stormwater Standards Manual, dated June 2015, and any subsequent amendments.

- h. Prior to the final inspection of the building IPC 28, the Developer shall submit a signed and notarized Stormwater Treatment Facilities Maintenance Agreement (STFMA) as a guarantee for the performance of Developer's responsibility towards the repair and maintenance of on-site storm water treatment facilities.
- i. A basis of design report should be prepared for the DET LW6 spillway. The City of Tracy does not have design standards for spillways because typical detention and retention basins within the City are constructed entirely in cut with no embankment. A spillway design standard that has been adopted by another municipality for a similar application should be referenced to demonstrate that an appropriate standard of care has been used for the DET LW6 spillway design.

C.4.6 Sanitary Sewer Improvement Plans

- a. The Developer shall pay all impact fees for Wastewater Treatment and Wastewater Conveyance.
- b. Prior to the issuance of Building Permit for the Project, Developer shall submit improvement plans and secure approval of plans from the City's Building Division, for the design of on-site sewer improvements. The Developer shall design and install sanitary sewer facilities including the Project's sewer connection in accordance with City Regulations and utility improvement plans approved by the City Engineer.

C.4.7 Water Distribution System

- a. Developer shall comply with the recommendations for on-site and off-site infrastructure including storage requirements as identified in the Water System Analysis. If additional improvements beyond the proposed improvements shown on the preliminary plans submitted with the Development Review Application are identified in the Water System Analysis and approved by the City Engineer, the Developer shall comply with the recommendations in the Water System Analysis. Developer shall prepare improvement plans and construct required improvements identified in the Water System Analysis.
- b. During the construction phases of the Project, the Developer is responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the South San Joaquin County Fire Authority's Fire Marshal.
- c. The Developer shall design and install fire hydrants at the locations approved by the South San Joaquin County Fire Authority's Fire Marshal. Prior to the issuance of a Building Permit, the Developer shall submit calculations and plans as required by the Fire Department and obtain written approvals for the proposed fire system for the design, location and

construction details of the fire service connection to the Project, and for the location and spacing of fire hydrants that are to be installed to serve the Project.

- d. Prior to issuance of temporary certificate of occupancy (or final certificate of occupancy, if TCO is not requested), the Developer shall demonstrate to the satisfaction of the Fire Marshal that all applicable fire flow parameters are met.
- e. All costs associated with the installation of the Project's permanent water connection(s) as identified in the Water System Analysis including the cost of removing and replacing asphalt concrete pavement, pavement marking and striping such as crosswalk lines and lane line markings, replacing traffic detecting loops, conduits, and wires, relocating existing utilities that may be in conflict with the water connection(s), and other improvements shall be paid by the Developer.
- f. Interruption to the water supply to the existing businesses and other users within International Park of Commerce or Patterson Pass Business Park will not be allowed to facilitate construction of on-site or off-site improvements related to the Project. The Developer shall be responsible for notifying business owner(s) and users, regarding construction work that involves traffic rerouting or other traffic related and access impacts to the existing businesses. The written notice, as approved by the City Engineer, shall be delivered to the affected residents or business owner(s) at least 72 hours before start of work. Prior to starting the work described in this section, the Developer shall submit a Work Plan acceptable to the City that demonstrates no interruptions to the water supply, and Traffic Control Plan to be used during the installation of the offsite water mains and connections.
- g. The Developer shall design and install domestic and irrigation water service connection, including a remote-read master water meter (the water meter to be located within City's right-of-way) and a Reduced Pressure Type back-flow protection device in accordance with City Regulations. The domestic and irrigation water service connection(s) must be completed before the final inspection of the building. Sub-metering will be allowed within private property. The City will not perform water consumption reading on sub-meters. The Developer will be responsible for relocating or reinstalling water sub-meters. The City shall maintain water lines from the master water meter to the point of connection with the water distribution main (inclusive) only. Repair and maintenance of all on-site water lines, laterals, sub-meters, valves, fittings, fire hydrant and appurtenances shall be the responsibility of the Developer.

C.4.8 Frontage Improvements

Developer shall construct Frontage Improvements on Promontory Parkway.

The Project's Promontory Parkway frontage, including the Road H (Letter Road) driveway and signal, was designed with the Phase 1K street improvement plans. As identified in the "IPC 28 Engineering Review" report prepared by Kimley-Horn, dated August 5, 2022, the Developer shall complete the following improvements:

- a. Install One-Way (R6-1(R)) sign in the Promontory Parkway median facing the right-in/right-out driveway.
- b. At the intersection of Letter Road /IPC 28 Driveway and Promontory Parkway, Project shall dedicate right-of-way and design improvements at the intersection to allow for future widening to 6-lane buildout.
- c. Revise northbound geometry at the signal of Private Road (west) and Promontory Parkway to include a northbound left and a shared through/right turn lane.

C.4.9 Project Driveways and Traffic Circulation

The Developer shall install four driveways to serve the site in accordance with the recommendations of the "IPC 28 Engineering Review" report prepared by Kimley-Horn, dated August 5, 2022, and City Regulations prior to Certificate of Occupancy. Two driveways will be constructed along Promontory Parkway and two driveways will be constructed along Private Road (West).

All improvements for construction of the project driveways, including modifications to striping and signage, shall be completed at Developer's expense.

All recommended improvements for driveways and improvements shall be completed prior to issuance of Certificate of Occupancy, or as otherwise required per these Conditions of Approval.

- a) Project Driveway 1: This driveway will provide signalized full access from the north side of the site to Promontory Parkway and Road H. The driveway shall be designed for STAA truck and passenger car access and provide adequate sight distances.
 - (i) The Developer shall design and complete installation of the traffic signal prior to issuance of temporary or final Certificate of Occupancy for the Project. The Developer shall pay for all costs relating to design, construction, and inspection for the traffic signal.
 - (ii) The Developer shall dedicate required easements for maintenance access of the on-site traffic signal loops and associated traffic signal equipment.
 - (iii) The Developer shall enter into an Offsite Improvement Agreement

and post required security to guarantee installation of the traffic signal.

- b) Project Driveway 2: This driveway will provide side street stop control right-in, right-out access from the north side of the site to Promontory Parkway. The driveway shall be designed for passenger car access and provide adequate sight distances.
- c) Project Driveway 3: This driveway will provide side street stop control full access from the east side of the site to Private Road (West). The driveway shall be designed for STAA truck and passenger car access and provide adequate sight distances.
- d) Project Driveway 4: This driveway will provide side street stop control full access from the east side of the site to Private Road (West). The driveway shall be designed for STAA truck and passenger car access and provide adequate sight distances.

C.4.10 Offsite Improvements

As noted in the "IPC 16 & 28 Transportation Technical Report" prepared by Kimley-Horn, dated January 25, 2024, the following off-site improvements shall be completed, in accordance with the timelines specified in Table ES-3. Conditions will be deemed satisfied with execution of OIA and posting of security as acceptable to City.

- a. International Pkwy / Promontory Pkwy intersection
- b. Road H / Promontory Pkwy intersection
- c. Private Road (West) / Promontory Pkwy intersection
- d. Lammers Rd / Old Schulte Rd intersection
- e. Lammers Rd / Valpico Rd intersection

C.4.11 Offsite Improvements – Impact Fees

Developer shall pay applicable City of Tracy development impact fees and/or RTIF fees.

C.4.12 Right-of Way Dedication

At the intersection of Road H (Letter Road)/IPC 28 Driveway and Promontory Parkway, Project shall dedicate right-of-way and design improvements at the intersection to allow for future widening to 6-lane buildout. Dedication must be completed prior to final certificate of occupancy.

C.4.13 Irrevocable Offer of Dedication

Within ninety calendar days from the date of approval of the related Offsite Improvement Agreement (OIA) for IPC Retail by the City Manager, the

Developer shall record Irrevocable Offer(s) of Dedication (IOD) for rights of way and easements in favor of the City to the satisfaction of the City Engineer and as shown on the IPC Retail Frontage Street Improvement Plans for Capital Parks Drive.

- a. Prior to acceptance of the improvements and IODs by the City, the Developer shall enter into agreement(s) with the City that address the maintenance of the landscaping improvements and access rights to the Developer for maintaining landscaping improvements. The Developer shall also enter into an agreement to install, operate, maintain, repair and replace the private utilities (i.e., fiber optic communications lines and appurtenances) within the City's right-of-way and easements.

C.4.14 Traffic Control Plan

The Developer shall submit a Traffic Control Plan for each phase of work, to show the method and type of construction signs to be used for regulating traffic at the work areas within these streets. The Traffic Control Plan shall be prepared by a Civil Engineer or Traffic Engineer licensed to practice in the State of California.

- C.4.15 All private utility services to serve Project such as electric, telephone and cable TV to the building must be installed underground, and to be installed at the location approved by the respective owner(s) of the utilities.

- C.4.16 Pavement cuts or utility trench(s) on existing street(s) for the installation of water distribution main, storm drain, sewer line, electric, gas, cable TV, and telephone will require the application of 2" asphalt concrete overlay and replacement of pavement striping and marking that are disturbed during construction. The limits of asphalt concrete overlay shall be 25 feet from both sides of the trench and shall extend over the entire width of the adjacent travel lane(s) if pavement excavation encroaches to the adjacent travel lane or up to the street centerline or the median curb. If the utility trench extends beyond the street centerline, the asphalt concrete overlay shall be applied over the entire width of the street (to the lip of gutter or edge of pavement, whichever applies).

C.5. Building Permit

No building permit will be approved by the City until the Developer demonstrates, to the satisfaction of the City Engineer, compliance with all required Conditions of Approval, including, but not limited to, the following:

- C.5.1 Check payment of the applicable City-Wide Roadway and Traffic, Water, Recycled Water, Wastewater, Storm Drainage, Public Safety, Public Facilities, and Park Development Impact Fees (adopted by Resolution 2017-098) as these relate to the Project, and as otherwise required by the Cordes Ranch Development Agreement and these Conditions of Approval.
- C.5.2 Payment of the San Joaquin County Facilities Fees as required in Chapter

13.24 of the TMC, and these Conditions of Approval.

- C.5.3 Check payment of any applicable Regional Transportation Impact Fees (RTIF) as required in Mitigation Measure TRANS-7 of the Mitigation Monitoring and Reporting Program of the Cordes Ranch Final Environmental Impact Report and these Conditions of Approval.
- C.5.4 Check payment of any applicable Agricultural Conversion or Mitigation Fee as required in Chapter 13.28 of the Tracy Municipal Code and Mitigation Measure AG-1 of the Mitigation Monitoring and Reporting Program of the Cordes Ranch Final Environmental Impact Report and these Conditions of Approval.

C.6. Acceptance of Public Improvements

Public improvements, Public Right-of-Way dedications, and Public Easements will not be accepted by the City Council until after the Developer completes construction of the relevant public improvements, and also demonstrates to the City Engineer satisfactory completion of the following:

- C.6.1 Correction of all items listed in the deficiency report prepared by the assigned Engineering Inspector relating to public improvements subject to City Council's acceptance.
- C.6.2 Certified "As-Built" Improvement Plans (or Record Drawings). Upon completion of the construction by the Developer, the City shall temporarily release the originals of the Improvement Plans to the Developer so that the Developer will be able to document revisions to show the "As Built" configuration of all improvements. Developer
- C.6.3 AutoCAD, and GIS Shape files of Record Drawings in format acceptable to City.
- C.6.4 Completion of off-site water, storm drainage and wastewater facilities required to serve the Project. If the off-site improvements are to be constructed by others, it shall be the Developer's responsibility to coordinate timing of completion of improvements with the responsible party to ensure timely completion.

C.7. Final Building Certificate of Occupancy

No Final Building Certificate of Occupancy will be issued by the City until after the Developer provides reasonable documentation which demonstrates, to the satisfaction of the City Engineer, that:

- C.7.1 The Developer has satisfied all the requirements set forth in Condition C.5 above.
- C.7.2 The Developer has completed construction of all required public facilities for the building for which a certificate of occupancy is requested and all the

improvements required in these Conditions of Approval. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the Developer shall use diligent and good faith efforts in taking all actions necessary to construct all public facilities required to serve the Project, and the Developer shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).

C.8. Improvement Security

The Developer shall provide improvement security for all public facilities, as required by the OIA, and these Conditions of Approval. The form of the improvement security may be a surety bond, letter of credit or other form in accordance with section 12.36.080 of the TMC and the Development Agreement. The amount of improvement security shall be as follows:

- C.8.1 Faithful Performance (100% of estimated cost of constructing public facilities),
- C.8.2 Labor & Materials (100% of the estimated cost of constructing the public facilities), and
- C.8.3 Warranty (10% of the estimated cost of constructing the public facilities)

C.9. Release of Improvement Security

Improvement Security(s) described herein shall be released to the Developer after City Council's acceptance of public improvements, and after the Developer demonstrates, to the satisfaction of the City Engineer, compliance of these Conditions of Approval, and completion of the following:

- C.9.1 Improvement Security for Faithful Performance, Labor & Materials, and Warranty shall be released to the Developer in accordance with Section 12.36.080 of the TMC.
- C.9.2 Written request from the Developer and a copy of the recorded Notice of Completion.

C.10. Special Conditions

- C.10.1 All streets and utilities improvements within City's right-of-way shall be designed and constructed in accordance with City Design Standards and the City's Facilities Master Plan for storm drainage, roadway, wastewater and water adopted by the City, or as otherwise specifically approved by the City.
- C.10.2 Prior to beginning of construction, the Developer shall be responsible to obtain any easements, rights-of-way and/or agreements with property owners as applicable for all improvements.

- C.10.3 All existing on-site wells, if any, shall be abandoned or removed in accordance with the City and San Joaquin County requirements. The Developer shall be responsible for all costs associated with the abandonment or removal of the existing well(s) including the cost of permit(s) and inspection. The Developer shall submit a copy of written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), prior to the issuance of the Grading Permit.
- C.10.4 The Developer shall abandon or remove all existing irrigation structures, channels and pipes, if any, as directed by the City after coordination with the irrigation district, if the facilities are no longer required for irrigation purposes. The Developer shall submit report for a site sub-surface investigation for determining the presence of irrigation and drainage tile drains within and around the Project Site, if any, and submit a report prepared and signed by a Geo-technical Engineer. In the event that tile drains exist within and around the Project Site, the Developer has the option to either relocate or abandon the on-site tile drains as required for the proposed development. All existing tile drains and proposed improvements for the relocation or removal of tile drains must be shown on the Grading and Storm Drainage Plans. Any tile drains under the proposed buildings shall be abandoned or relocated as may be required, to the satisfaction of the City. The Developer or the property owner(s) will be responsible for maintenance of tile drains to remain or the relocated tile drains and associated improvements. Additionally, the Developer will be responsible for monitoring the groundwater levels, and for the mitigations, if any, that may be required, by any applicable laws and regulations.
- C.10.5 Any damages to existing improvements within the street right-of-way due to construction related activities shall be repaired or replaced as directed by the City at Developer's cost.
- C.10.6 Developer shall comply with the requirements relating to Fire Apparatus Access Roads and other Fire Code requirements to the satisfaction of the Fire Department.
- C.10.7 Nothing contained herein shall be construed to permit any violation of relevant ordinances and regulations of the City of Tracy, or other public agency having jurisdiction. This Condition of Approval does not preclude the City from requiring pertinent revisions and additional requirements to the Grading Permit, Encroachment Permit, Building Permit, Improvement Plans, OIA, and DIA, if the City Engineer finds it necessary due to public health and safety reasons, and it is in the best interest of the City. The Developer shall bear all the cost for the inclusion, design, and implementations of such additions and requirements, without reimbursement or any payment from the City.
- C.10.8 Survey Monuments – Any altered, damaged, or destroyed survey monuments and/or benchmarks shall be re-established. Developer shall

submit centerline tie sheets or a record of survey for the following: new public streets; re-established survey monuments, and/or benchmarks. If the Developer destroyed, altered, and/or reconstructed any existing curb returns, Developer shall also submit corner records. Any survey document will be submitted the City and to the San Joaquin County Surveyor to comply with California Business and Professions Code Section 8771(c). Said work shall be executed by a California licensed Land Surveyor at the Developer's sole expense.

- C.10.9 When street cuts are made for the installation of utilities, the Developer shall conform to Section 3.14 of the 2020 Design Standards and is required install a two (2) inch thick asphalt concrete (AC) overlay with reinforcing fabric at least twenty-five (25) feet from all sides of each utility trench. A two (2) inch deep grind on the existing AC pavement will be required where the AC overlay will be applied and shall be uniform thickness in order to maintain current pavement grades, cross and longitudinal slopes. This pavement repair requirement is when cuts/trenches are perpendicular and parallel to the street's direction.

D. Building Safety Division Conditions of Approval

- D.1. Prior to construction of any structures, applicant must submit construction documents, plans, specifications and/or calculations to the Building Safety Division, which meet all requirements of Title 24 California Code of Regulations and City of Tracy Municipal Codes, as applicable.
- D.2. At the time of building permit application submittal, applicant shall clearly depict an accessible route of travel from the concrete ramps located in the truck docks to an accessible route per CBC 11B-206.2.
- D.3. At the time of building permit application submittal, applicant shall provide an additional accessible means of egress in the truck dock area that meets the requirements of CBC 11B-207.1 and CBC 1009. If the buildings are subdivided into multiple occupancies, then the maximum allowed travel distance to exits as prescribed in CBC 1017.2.2 is exceeded, therefore, not providing an accessible means of egress and a continued path of travel to the public right-of-way. Additionally, the exits and exit doors that are exempt from being accessible in CBC 11B-206.4.1 shall be provided with directional signage indicating the nearest accessible means of egress.
- D.4. At the time of building permit application submittal, applicant shall provide plans that show an accessible route of travel to the public right-of-way and all other exterior amenities per 2019 California Building Code (CBC) 11B-206.2.

E. Utilities Department Conditions of Approval

- E1. Prior to issuance of a construction or building permit, applicant shall demonstrate compliance with the 2015 Post-Construction Stormwater Standards (PCSWS) Manual and obtain approval through the following:
- a. Develop a Project Stormwater Plan (PSP) that identifies the methods to be employed to reduce or eliminate stormwater pollutant discharges through the construction, operation and maintenance of source control measures, low impact development design, site design measures, stormwater treatment control measures and hydromodification control measures.
 - i. Design and sizing requirements shall comply with PCSWS Manual.
 - ii. Demand Management Areas must be clearly designated along with identification of pollutants of concern.
 - iii. Calculations of the Stormwater Design Volume and/or Design Flow with results from the Post-Construction Stormwater Runoff Calculator must be submitted in the PSP for approval.
 - iv. Per the PCSWS Manual, include a hydromodification management plan ensuring the post-project runoff flow rate shall not exceed estimated pre-project flow rate for the 2-year, 24-hour storm.
 - v. Submit one (1) hard copy of the PSP and an electronic copy to the Utilities Department (WaterResources@cityoftracy.org), include the project name, address and Project # and/or Permit # in the title or subject line.
 - b. A separate plan sheet(s) designated SW shall be submitted in the plan set that includes the identified methods for pollution prevention outlined in the submitted PSP. You must include all standards, cross sections and design specifications such as landscape requirement in treatment areas including type of irrigation installation and/or height of drain inlet above the flow line, etc. in these SW plan sheets along with legend.
 - c. Develop and electronically submit to the Utilities Department for approval (WaterResources@cityoftracy.org) a preliminary Operations and Maintenance (O & M) Plan that identifies the operation, maintenance, and inspection requirements for all stormwater treatment and baseline hydromodification control measures identified in the approved PSP.
 - d. No later than two (2) months after approval notification of the submitted PSP, applicant shall electronically submit the following information to the Utilities Department (WaterResources@cityoftracy.org) for development of a draft stormwater maintenance access agreement, in accordance with the MAPCSWS;
 - i. Property Owner(s) name and title report; or Corporate name(s) and binding documents (resolutions, etc) designating ability to sign agreement
 - ii. Property Address
 - iii. Exhibit A – legal property description
 - iv. Exhibit B – approved O & M Plan
- E2. Prior to issuance of a grading permit, applicant shall proof of permit coverage under the Construction General Permit shall be required and submittal of an electronic

Stormwater Pollution Prevention Plan (SWPPP) shall be submitted to WaterResources@cityoftracy.org.

- E3. Prior to Certificate of Occupancy, applicant shall:
- a. Return to the City Clerk, a legally signed and notarized copy of the final maintenance access agreement including all exhibits and approved O & M plan received from the Utilities Department.
 - b. Obtain final approval by the Utilities Department of the constructed and installed Stormwater pollution prevention methods outlined in the PSP.
 - i. Frequent inspections of the Post-Construction treatment measures should occur during the construction phase by calling 209-831-6333
 - c. Upon completion, the project shall be in full compliance with Construction General Permit including 70% stabilization of the project with Notice of Termination approval.
- E4. Prior to issuance of a construction or building permit, applicant shall demonstrate compliance with the 2015 Model Water Efficient Landscape Ordinance and obtain approval by the Utilities Department through the following:
- a. Develop and submit electronically and by hard copy, a Landscape Document Package (LDP) that identifies the methods to be employed to reduce water usage through proper landscape design, installation and maintenance. Calculations submitted in a plan set is not acceptable for the LDP. This LDP shall consist of:
 - i. A project information sheet that includes the checklist of all documents in the LDP;
 - ii. The Water Efficient Landscape Worksheets that include a hydrozone information table and the water budget calculations – Maximum Applied Water Allowance and Estimate Total Water Use;
 - iii. A soil management report, after compaction and from various locations throughout the project;
 - iv. A landscape design plan that includes the statement, “I agree to comply with the requirements of the 2015 water efficient landscape ordinance and shall submit for approval a complete Landscape Document Package:
 - v. An irrigation design plan with schedule; and
 - vi. A grading design plan.
 - b. A Certificate of Completion must be completed, signed, and submitted to the Utilities Department prior to Final approval for Occupancy.

F. South San Joaquin County Fire Authority (SSJCFA) Conditions of Approval

- F.1. Prior to construction, construction documents shall be submitted to the South San Joaquin County Fire Authority for review and approval prior to any construction. Construction documents shall include the following:
- a. Construction documents shall be designed to the current edition of the California Code of Regulations, Title 24, as amended by the City of Tracy Municipal Code.
 - b. Deferred submittals shall be listed on the coversheet of each page. Each deferred submittal shall be submitted, reviewed and approved by SSJCFA prior to installation.
 - c. Fire protection water supply must be submitted separately from construction permit. All piping and installation shall be in accordance with CFC §507 & NFPA standards. Approval of grading and/or on-site improvements does not grant installation of underground fire service.
 - d. Fire sprinklers shall be designed by a licensed fire protection contractor or engineer. Hydraulic calculations, specifications and plans shall be submitted prior to issuance of building permit.
 - e. A request for fire flow shall be submitted to the South San Joaquin County Fire Authority and results shall be approved by the Fire Marshal prior to construction. Fire flow requirements shall be in accordance with CFC Appendix B.
 - f. Fire department connections shall be installed in accordance with CFC §912 and NFPA standards. A hydrant shall be placed within 100' of the FDC, in accordance with NFPA 14 §6.4.5.4. FDC locations shall be approved by the fire code official prior to issuance of construction permit.
- F.2. Applications received by this office are subject to the current fee schedule for South San Joaquin County Fire Authority.
- a. Application processing fees and minimum plan review fees are due at time of submittal of construction documents.
 - b. Additional plan review fees, minimum inspection fees and administrative fees are calculated on approval of project and shall be paid prior to issuance of permit.
 - c. Permit holder is responsible for any additional inspection fees incurred, and shall be paid prior to final inspection.
- F.3. Building is assumed it will be constructed as a 'speculative building'. Additional permits will be required for each separate tenant improvement. Construction documents shall be submitted to South San Joaquin County Fire Authority for review and approval prior to the start of construction or demolition.
- a. Prior to occupancy of each new business, the tenant shall contact South San Joaquin County Fire Authority for a new business inspection. Additional fees may be required for New Business, Annual and Operational Fire Permits. All fees shall be paid prior to approval of inspections.
- F.4. Prior to construction, all-weather fire apparatus access roads shall be installed. Fire apparatus access roads during construction shall have a minimum 20' unobstructed width in accordance with CFC §503.
- F.5. All hydrants shall be installed, inspected and tested prior to bringing combustible materials onsite, including storage.

- F.6. Knox boxes shall be required. Each tenant shall have keys placed in the key box. The operator of the building shall immediately notify the Fire Authority and provide the new key where a lock is changed or rekeyed. The key to such shall be secured in the key box.
- F.7. Building and each tenant space shall be provided with approved address identification in accordance with CFC §505.
- F.8. Prior to final inspection, emergency radio responder coverage shall be tested to confirm coverage areas. It is beneficial for the applicant to conduct testing at foundation as retrofitting for the conduit is costly. If coverage is inadequate, a separate permit for emergency radio responder coverage shall be submitted to SSJCFA for review and approval prior to installation.
- a. Additional improvements may warrant additional testing to be performed. Testing shall be the determination of the fire code official.

G. The following conditions provide the applicant with options for funding required Citywide services.

Contact: Guadalupe Pena

209.831.6834

Guadalupe.pena@cityoftracy.org

- G.1. The applicant shall make a written election, in a form approved by the City, of the funding mechanism by which the applicant will fund, in perpetuity, the costs of the operation, maintenance and replacement of the streets (from curb-to-curb, excluding gutters) to a Pavement Management System standard of PCI 70 (seventy), as reasonably determined by the City, the electric utility costs of operating the streetlights and signals that will serve the Project (collectively, the "Infrastructure"), and the costs related to public landscaping maintenance costs. Developer must prepare its improvement plans and fund a landscaping budget analysis (to be performed by a consultant to the City) to establish the scope and cost estimates of the public landscaping maintenance costs. Upon final inspection or building occupancy, the applicant must have completed the process of the funding mechanism with the City. Prior to final inspection approval to the satisfaction of the Finance Director, the City and the applicant may negotiate additional details of the Infrastructure and the funding mechanism, which details may include, without limitation, (a) the scope of the Infrastructure; (b) the geographical scope of the applicant's funding obligation; (c) the costs; (d) the inclusion of third-party owners or developers in such funding mechanism; and (e) any other issues that arise during such negotiations.

The ultimate funding mechanism may include the following options or other options that may arise during the negotiations:

- a. Community Facilities District (CFD) or other funding mechanism. An agreement with the City, to be signed by the Finance Director, which may, at the City's option, be recorded against the geographical scope negotiated in the agreement ("Project Site") which stipulates that prior to the City's acceptance of the Infrastructure, the Developer will

either (i) form a CFD that includes the Project Site, (ii) annex the Project Site into an existing CFD or (iii) establish another lawful funding mechanism that is reasonably acceptable to the City. If a CFD is used, formation of the CFD must include, but not be limited to, compliance with the Mello – Roos Community Facilities Act of 1982 (Gov. Code, § 53311 et seq.), affirmative votes, and the recordation of a Notice of Special Tax Lien. Developer shall be responsible for all costs associated with the CFD proceedings or the implementation of the other lawful funding mechanism.

Or

- b. Direct funding. An agreement with the City, which shall be recorded against the Project Site, which stipulates that prior to the City's acceptance of the Infrastructure, Developer will deposit with the City such funds as are necessary to fund in perpetuity the long-term on-going costs of operation, maintenance and replacement of the Infrastructure, including all costs required to operate the streetlights and signals.

Or

- c. POA. Developer shall, at its expense, form a Property Owner's Association (POA) for the entire Project Site that will fund the on-going operation, maintenance and replacement costs of the agreed-upon Infrastructure serving the Project Site, with CC&Rs reasonably acceptable to the City Attorney. If the POA is the chosen funding mechanism, Developer must also annex into an existing CFD in a "dormant" capacity, with the required funding to be triggered if the POA is not created prior to the City's acceptance of any Infrastructure, or if the POA becomes, in the City's reasonable determination, unable to continue to fund the on-going operation, maintenance and replacement of the Infrastructure. If a POA and dormant CFD are the chosen funding mechanism, the CFD tax or assessment must be disclosed to all prospective buyers of all or any portion of the Project Site.

Exhibit B – Property Description

A.P.N.: 209-250-370-000

PARCEL ONE:

A PORTION OF THE SOUTH 1/2 OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, LYING NORTH OF THE NORTHERLY LINE OF THE UPPER MAIN CANAL OF THE WEST SIDE IRRIGATION DISTRICT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN GRANT DEED TO BRIAN O'CONNOR, ET AL RECORDED FEBRUARY 19, 1999 AS INSTRUMENT NO. 99024031, SAN JOAQUIN COUNTY RECORDS; SAID POINT BEING ON THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 25; THENCE ALONG THE SOUTHERLY PROLONGATION OF THE WEST LINE OF SAID O'CONNOR PARCEL, SOUTH 00° 02' 00" EAST A DISTANCE OF 1539.23 FEET TO THE NORTHERLY LINE OF THE UPPER MAIN CANAL OF THE WEST SIDE IRRIGATION DISTRICT; THENCE ALONG SAID NORTHERLY LINE OF THE UPPER MAIN CANAL ON THE FOLLOWING FOUR (4) COURSES:

**[1]NORTH 55° 00' 00" WEST A DISTANCE OF 81.63 FEET; THENCE
[2]NORTH 63° 22' 00" WEST A DISTANCE OF 1938.42 FEET; THENCE
[3]NORTH 46° 19' 02" WEST A DISTANCE OF 865.13 FEET; THENCE
[4]NORTH 51° 03' 00" WEST A DISTANCE OF 84.48 FEET**

TO THE SOUTH LINE OF THE NORTH 1/2 OF SECTION 25; THENCE ALONG SAID SOUTH LINE OF THE NORTH 1/2 OF SECTION 25, SOUTH 89° 22' 30" EAST A DISTANCE OF 2490.20 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR ROADWAY PURPOSES OVER A STRIP OF LAND THIRTY (30) FEET WIDTH LOCATED ALONG THE NORTHERLY BOUNDARY OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING THEREFROM THE EASTERLY 60.0 FEET, MORE OR LESS, LYING WITHIN LAMMERS ROAD.

That certain real property situated in the State of California, County of San Joaquin, described as follows:

PARCEL ONE:

A PORTION OF THE SOUTH 1/2 OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE UPPER MAIN CANAL, OF THE WEST SIDE IRRIGATION DISTRICT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN GRANT DEED TO BRIAN J. O'CONNER, ET AL RECORDED FEBRUARY 19, 1999 RECORDER'S INSTRUMENT NO. 99024031, SAN JOAQUIN COUNTY RECORDS, SAID POINT OF BEGINNING BEING ON THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 25; THENCE ALONG THE SOUTHERLY PROLONGATION OF THE WEST LINE OF SAID O'CONNER PARCEL, SOUTH 00° 02' 00" EAST A DISTANCE OF 1539.23 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF THE UPPER MAIN CANAL OF THE WEST SIDE IRRIGATION DISTRICT; THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE ON THE FOLLOWING TWO COURSES:

[1] SOUTH 55° 00' 00" EAST A DISTANCE OF 514.61 FEET; THENCE

[2] SOUTH 43° 46' 00" EAST A DISTANCE OF 106.90 FEET

TO THE MOST WESTERLY CORNER OF A 1.55 ACRE PARCEL DESIGNATED AS PARCEL 3 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FEBRUARY 27, 1989 IN BOOK OF PARCEL MAPS, BOOK 16, PAGE 62, SAN JOAQUIN COUNTY RECORDS; THENCE ALONG THE NORTHERLY LINE OF SAID 1.55 ACRE PARCEL 3 ON THE FOLLOWING THREE COURSES:

[1] NORTH 34° 00' 23" EAST A DISTANCE OF 49.19 FEET; THENCE

[2] SOUTH 87° 28' 37" EAST A DISTANCE OF 199.49 FEET; THENCE

[3] NORTH 79° 38' 00" EAST A DISTANCE OF 26.90 FEET

TO THE SOUTHWESTERLY CORNER OF A 5.33 ACRE PARCEL DESIGNATED AS PARCEL A AS SHOWN ON THAT CERTAIN PARCEL MAP FILED JULY 27, 1978 IN BOOK OF PARCEL MAPS, BOOK 6, PAGE 90, SAN JOAQUIN COUNTY RECORDS; THENCE ALONG THE WESTERLY LINE OF SAID 5.33 ACRE PARCEL A ON THE FOLLOWING THREE COURSES:

[1] NORTH 10° 22' 00" WEST A DISTANCE OF 45.00 FEET; THENCE

[2] NORTH 79° 38' 00" EAST A DISTANCE OF 19.26 FEET; THENCE

[3] NORTH 00° 02' 00" WEST A DISTANCE OF 753.57 FEET

TO THE NORTHWEST CORNER OF SAID 5.33 ACRE PARCEL A; THENCE ALONG THE NORTH LINE OF SAID 5.33 ACRE PARCEL A SOUTH 89° 58' 00" EAST A DISTANCE OF 300.00 FEET TO THE NORTHEAST CORNER OF SAID 5.33 ACRE PARCEL A; THENCE ALONG THE EAST LINE OF SAID 5.33 ACRE PARCEL A SOUTH 00° 02' 00" WEST A DISTANCE OF 721.47 FEET TO THE CENTER LINE OF A 45.00 FOOT WIDE PRIVATE ROAD RIGHT OF WAY AS SHOWN ON SAID PARCEL MAP FILED IN BOOK

OF PARCEL MAPS, BOOK 16, PAGE 62, SAN JOAQUIN COUNTY RECORDS, SAID POINT BEARS NORTH 00° 02' 00" EAST A DISTANCE OF 22.88 FEET FROM THE SOUTHEAST CORNER OF SAID 5.33 ACRE PARCEL A; THENCE ALONG SAID CENTER LINE NORTH 79° 38' 00" EAST A DISTANCE OF 362.60 FEET TO AN ANGLE POINT; THENCE CONTINUING ALONG SAID CENTER LINE NORTH 71° 20' 02" EAST A DISTANCE OF 206.78 FEET TO THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF A 1.05 ACRE PARCEL DESIGNATED AS PARCEL A AS SHOWN ON THAT CERTAIN PARCEL MAP FILED AUGUST 19, 1985 IN BOOK OF PARCEL MAPS, BOOK 13, PAGE 161, SAN JOAQUIN COUNTY RECORDS; THENCE ALONG SAID NORTHWESTERLY PROLONGATION SOUTH 44° 47' 36" EAST A DISTANCE OF 24.88 FEET TO THE MOST NORTHWESTERLY CORNER OF SAID 1.05 ACRE PARCEL A, SAID MOST NORTHWESTERLY CORNER BEING ON THE SOUTHEASTERLY LINE OF SAID 45.00 FOOT WIDE PRIVATE RIGHT OF WAY; THENCE ALONG THE NORTHWESTERLY LINE OF SAID 1.05 ACRE PARCEL A BEING ALSO THE SAID SOUTHEASTERLY RIGHT OF WAY LINE ON THE FOLLOWING TWO COURSES:

[1] NORTH 70° 27' 00" EAST A DISTANCE OF 170.70 FEET; THENCE

[2] NORTH 31° 02' 00" EAST A DISTANCE OF 105.00 FEET

TO THE MOST NORTHERLY CORNER OF SAID 1.05 ACRE PARCEL A; THENCE CONTINUING ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE ON THE FOLLOWING TWO COURSES:

[1] NORTH 31° 02' 00" EAST A DISTANCE OF 85.00 FEET; THENCE

[2] NORTH 20° 39' 00" EAST A DISTANCE OF 93.02 FEET

TO THE MOST SOUTHERLY CORNER OF THAT CERTAIN 1.69 ACRE PARCEL DESIGNATED AS PARCEL 1 AS SHOWN ON SAID PARCEL MAP, BOOK 16, PAGE 62, SAN JOAQUIN COUNTY RECORDS; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 1, NORTH 69° 21' 00" WEST A DISTANCE OF 209.68 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL 1; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1, NORTH 00° 02' 00" WEST A DISTANCE OF 300.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 1; THENCE ALONG THE NORTH LINE OF SAID PARCEL 1, NORTH 89° 58' 00" EAST A DISTANCE OF 210.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 1, SAID NORTHEAST CORNER ALSO BEING ON THE EAST LINE OF A 42.09 ACRE PARCEL DESIGNATED AS PARCEL 2 OF SAID PARCEL MAP, BOOK 16, PAGE 62, SAN JOAQUIN COUNTY RECORDS; THENCE ALONG THE EAST LINE OF SAID PARCEL 2, NORTH 00° 02' 00" WEST A DISTANCE OF 982.72 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 2, SAID NORTHEAST CORNER ALSO BEING ON THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 25; THENCE ALONG SAID SOUTH LINE OF THE NORTH 1/2 OF SECTION 25, ALSO BEING THE NORTH LINE OF SAID 42.09 ACRE PARCEL 2 AND THE NORTH LINE OF A 34.63 ACRE PARCEL DESIGNATED AS PARCEL 4 OF SAID PARCEL MAP, BOOK 16, PAGE 62, SAN JOAQUIN COUNTY RECORDS, NORTH 89° 22' 30" WEST A DISTANCE OF 1935.17 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

A NONEXCLUSIVE RIGHT OF WAY FOR ROADWAY PURPOSES OVER AND ACROSS A PORTION OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE SOUTH 0° 02' EAST ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 297.31 FEET; THENCE SOUTH 89° 58' WEST A DISTANCE OF 60 FEET TO THE WEST LINE OF LAMMERS ROAD AND BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED RIGHT OF WAY; THENCE SOUTH 50° 29' WEST 139.76 FEET; THENCE SOUTH 46° 14' WEST 155.60 FEET; THENCE SOUTH 38° 17' WEST 104.28 FEET; THENCE SOUTH 16° 01' WEST 87.86 FEET TO THE MOST NORTHWESTERLY CORNER OF PARCEL ONE DESCRIBED IN DEED TO BENJAMIN WANDRUFF, ET UX RECORDED MARCH 27, 1957 IN BOOK OF OFFICIAL RECORDS, BOOK 1957, PAGE 66, SAN JOAQUIN COUNTY RECORDS; THENCE ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID WANDRUFF LAND, THE FOLLOWING SIX COURSES:

- [1] SOUTH 19° 51' WEST 216.83 FEET;**
- [2] SOUTH 29° 50' WEST 252.50 FEET;**
- [3] SOUTH 20° 39' WEST 377.75 FEET;**
- [4] SOUTH 31° 02' WEST 190.00 FEET;**
- [5] SOUTH 70° 27' WEST 370.14 FEET;**
- [6] SOUTH 79° 38' WEST 704.53 FEET**

TO THE MOST WESTERLY CORNER OF SAID WANDRUFF LAND; THENCE NORTH 10° 22' WEST 45 FEET; THENCE NORTH 79° 38' EAST 700.92 FEET; THENCE NORTH 70° 27' EAST 350.41 FEET; THENCE NORTH 31° 02' EAST 169.79 FEET; THENCE NORTH 20° 39' EAST 377.27 FEET; THENCE NORTH 29° 50' EAST 252.18 FEET; THENCE NORTH 19° 51' EAST 211.39 FEET; THENCE NORTH 16° 01' EAST 95.21 FEET; THENCE NORTH 38° 17' EAST 116.27 FEET; THENCE NORTH 46° 14' EAST 160.40 FEET; THENCE NORTH 50° 29' EAST 178.50 FEET TO THE WEST LINE OF SAID LAMMERS ROAD;; THENCE SOUTH 0° 02' EAST ALONG THE WEST LINE OF SAID LAMMERS ROAD 58.30 FEET TO THE POINT OF BEGINNING.

EXCEPTING THAT PORTION OF SAID RIGHT OF WAY LYING WITHIN THE LINES OF THE ABOVE DESCRIBED PARCEL ONE.

Legal Description

For APN/Parcel ID(s): 209-250-13

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

A portion of the Southeast Quarter of Section 25, Township 2 South, Range 4 East, Mount Diablo Base and Meridian, more particularly described as follows:

Beginning at the Northeast corner of the Southeast One-Quarter of said Section 25; thence South 0°02' East along the East line of said Section 25, a distance of 222.93 feet to a point; thence South 74°57'50" West, 62.12 feet to a point on the West line of Lammers Road (a 60 foot road) said point also being the most Northerly corner of that certain right of way designated as Parcel Three in Deed to Donald F. Mc Geen, a single man, recorded April 4, 1968 in Volume 3199 of Official Records, Page 601; thence along the Northwesterly line of said parcel Three the following six (6) courses:

South 50°29' West; 178.50 feet;
thence South 46°14' West, 160.40;
thence South 38°17' West, 116.27 feet;
thence South 16°01' West, 95.21 feet;
thence South 19°51' West, 211.39 feet;
thence South 29°50' West, 57.21 feet ;
thence leaving said Northwesterly line of said Parcel Three, North 0°02' West, 900.38 feet to the North line of the Southeast One-Quarter of said Section 25; thence along the North line of said Southeast One-Quarter, South 89°22'30" East, 512.50 feet to the point of beginning.

PARCEL TWO:

A non-exclusive right of way 45 feet in width for roadway purposes over and across a portion of the Southeast One-Quarter of Section 25, Township 2 South, Range 4 East, Mount Diablo Base and Meridian, described as follows:

Commencing at the Northeast corner of the Southeast One-Quarter of said Section 25; thence South 0°02' East, along the East line of said Section 25, a distance of 222.93 feet to a point; thence South 74°57'50" West, 62.12 feet to a point on the West line of Lammers Road (a 60 foot road) said point also being the most Northerly corner of that certain right-of-way designated as Parcel Three in Deed to Donald F. Mc Geen, a single man, recorded April 4, 1968 in Volume 3199 of Official Records, Page 601, said Northerly corner also being the TRUE POINT OF BEGINNING of the herein described right of way; thence along the Northwesterly line of said Parcel Three, the following six (6) courses:

South 50°29' West; 178.50 feet;
thence South 46°14' West, 160.40;
thence South 38°17' West, 116.27 feet;
thence South 16°01' West, 95.21 feet;
thence South 19°51' West, 211.39 feet;
thence South 29°50' West, 57.21 feet ;
thence leaving said Northwesterly line, South 0°02' East, 90.36 feet to a point on the Southeasterly line of said Parcel Three; thence along said Southeasterly line the following six (6) courses:

North 29°50' East, 139.50 feet;
thence North 19°51' East, 216.83 feet;
thence North 16°01' East, 87.86 feet;
thence North 38°17' East, 104.28 feet;
thence North 46°14' East, 155.60 feet;
thence North 50°29' East, 139.76 feet to a point on the West line of Lammers Road; thence North 0°02' West, along the

Legal Description
(continued)

West line of Lammers Road, 58.30 feet to the true point of beginning.

PARCEL THREE:

A portion of the Southeast Quarter of Section 25, Township 2 South, Range 4 East, Mount Diablo Base and Meridian, described as follows:

Commencing at the Northeast corner of the Southeast Quarter of said Section 25; thence North $89^{\circ}22'30''$ West, along the North line of the Southeast Quarter, a distance of 512.50 feet to the Northeast corner of property as described in Deed to William C. Poole, et ux, recorded February 11, 1974, in Book 3842, Page 502, San Joaquin County Records, and the TRUE POINT OF BEGINNING of the hereinafter described parcel of land; thence South $0^{\circ}02'$ East, a distance of 900.38 feet; thence South $29^{\circ}50'$ West, a distance of 194.94 feet; thence South $20^{\circ}39'$ West, a distance of 129.94 feet; thence North $0^{\circ}02'$ West, a distance of 1192.67 feet to the North line of said Southeast Quarter of Section 25; thence South $89^{\circ}22'30''$ East, a distance of 143.00 feet to the point of beginning.

Said property being shown as that 3.389 acre "Addition" on Record of Survey filed for record May 29, 1974 in Book 25 of Surveys, page 167, San Joaquin County Records.

Exhibit C - Contact Information of Authorized Representative

<u>Name of Person</u>	<u>Company Name</u>	<u>Telephone Number</u>
Matthew Sims	Prologis, LP	(510) 298-9810
Michael Bassillios	Kier & Wright Engineers	(925) 245-8788

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Exhibit D – Irrevocable Offer of Dedication

Recording Requested by: City
of Tracy

Return to:

Adrienne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Space above this line for

APN: 209-250-370

Recording Fee: Exempt

Recorder's use (Government Code Section 6103 and 27383)

Documentary Transfer Tax:

Exempt (Revenue and Taxation

Code Section 11922)

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, Kashmir Takhar, an unmarried woman, represents that, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor") as set forth on Exhibit A, Grantor hereby makes an Irrevocable Offer of Dedication of fee interest in the property described on Exhibit B to THE CITY OF TRACY, A MUNICIPAL CORPORATION, subject, however, to the permissible encumbrances set forth in Exhibit C, the hereinafter described real property for the following public purpose:

STREETS AND OTHER PUBLIC PURPOSES

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT AND LEGAL DEPICTION

EXHIBIT C FOR PERMISSIBLE ENCUMBRANCES

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

(Notary Acknowledgment Required for Each signatory)

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No.

_____, dated _____, 20____, and the grantee consents to the recordation thereof.

DATED:


By: _____

City of Tracy

[Signature Page Irrevocable Offer of Dedication Of Fee Interest]

Signed this 6th day of September, 2023.

Grantor:


KASHMIR TAKHAR, an unmarried woman

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA)

) §
County of Santa Clara)

On 09/06/2023, before me, Michael Austin, Notary Public
_____ a Notary Public, personally appeared Kashmir Takhar

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Michael Austin
Signature of Notary



(Affix seal here)

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
_____ a Notary Public, personally appeared _____
_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT A - LEGAL DESCRIPTION

PARCEL ONE:

A PORTION OF THE SOUTH 1/2 OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 4 EAST. MOUNT DIABLO BASE AND MERIDIAN, LYING NORTH OF THE NORTHERLY LINE OF THE UPPER MAIN CANAL OF THE WEST SIDE IRRIGATION DISTRICT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN GRANT DEED TO BRIAN O'CONNOR, ET AL, RECORDED FEBRUARY 19, 1999, AS INSTRUMENT NO. 99024031, SAN JOAQUIN COUNTY RECORDS; SAID POINT BEING ON THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 25; THENCE ALONG THE SOUTHERLY PROLONGATION OF THE WEST LINE OF SAID O'CONNOR PARCEL, SOUTH 00° 02' 00" EAST A DISTANCE OF 1539.23 FEET TO THE NORTHERLY LINE OF THE UPPER MAIN CANAL OF THE WEST SIDE IRRIGATION DISTRICT; THENCE ALONG SAID NORTHERLY LINE OF THE UPPER MAIN CANAL ON THE FOLLOWING FOUR (4) COURSES:

- 1) NORTH 55° 00' 00" WEST A DISTANCE OF 81.63 FEET; THENCE
- 2) NORTH 63° 22' 00" WEST A DISTANCE OF 1938.42 FEET; THENCE
- 3) NORTH 46° 19' 02" WEST A DISTANCE OF 865.13 FEET; THENCE
- 4) NORTH 51° 03' 00" WEST A DISTANCE OF 84.48 FEET,

TO THE SOUTH LINE OF THE NORTH 1/2 OF SECTION 25; THENCE ALONG SAID SOUTH LINE OF THE NORTH 1/2 OF SECTION 25, SOUTH 89° 22' 30" EAST A DISTANCE OF 2490.20 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR ROADWAY PURPOSES OVER A STRIP OF LAND THIRTY (30) FEET IN WIDTH LOCATED ALONG THE NORTHERLY BOUNDARY OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING THEREFROM THE EASTERLY 60.0 FEET, MORE OR LESS, LYING WITHIN LAMMERS ROAD.

For conveyancing purposes only: APN 209-250-370

EXHIBIT B - LEGAL DESCRIPTION AND PLAT

60.5' RIGHT OF WAY
DEDICATION

ALL THAT CERTAIN PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JANUARY 19, 2022, AS INSTRUMENT NO. 2022-007839, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LANDS, ALSO BEING THE WESTERLY LINE OF LANDS DESCRIBED IN THAT GRANT DEED RECORDED JANUARY 24, 2003 AS INSTRUMENT NO. 2003-016519;

THENCE ALONG THE EASTERLY LINE OF SAID PARCEL, SOUTH 00° 26' 51" WEST, 60.50 FEET;

THENCE LEAVING SAID WESTERLY LINE THE FOLLOWING THREE COURSES:

- 1) NORTH 88° 53' 38" WEST, 1755.06 FEET,
- 2) NORTH 86° 31' 10" WEST, 281.05 FEET TO A CURVE TO THE RIGHT, AND
- 3) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 750.00 FEET, THROUGH A CENTRAL ANGLE OF 18° 33' 30", FOR AN ARC LENGTH OF 242.93 FEET TO THE SOUTHERLY LINE OF PARCEL A AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD AUGUST 14, 2006 IN BOOK 24, AT PAGE 23.

THENCE ALONG LAST SAID LINE, SOUTH 88° 53' 38" EAST, 2272.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 128,885± SQUARE FEET OR 2.9588± ACRES OF LAND.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



DEAN A. JURADO
L.S. 9032

8-31-23
DATE

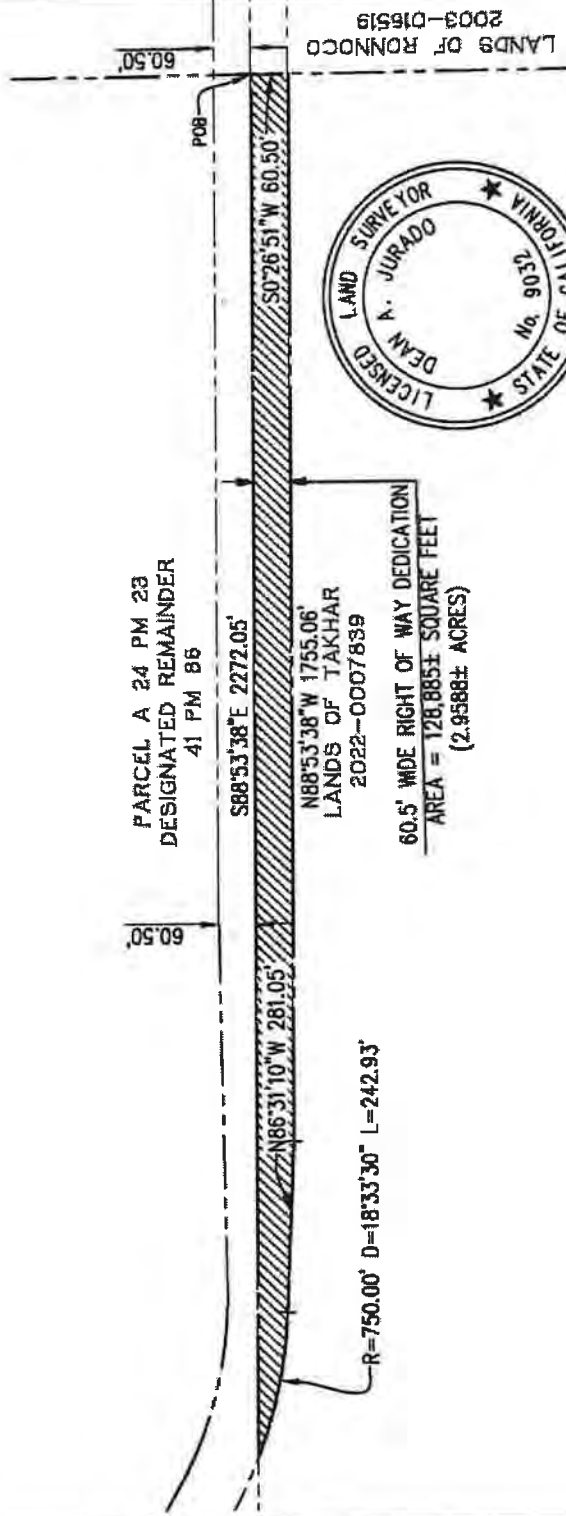


LEGEND

OR OFFICIAL RECORDS
POINT OF BEGINNING



0 125' 250' 500'
Scale 1" = 250'



DATE	JUNE, 2022
SCALE	1" = 250'
BY	DAJ
JOB NO.	A09500-424
SHEET	1 OF 1

EXHIBIT "C"
60.5' RIGHT OF WAY DEDICATION
CALIFORNIA

KIER+WRIGHT
2850 Collier Canyon Road
Livermore, CA 94551
Phone: (925) 745-5788
www.kierwright.com

TRACY,

Z:\2022\A09500-424\DWG\SURVEY\PLAT5\A09500-02-40W-DJD-FINAL.dwg 12-06-22 08:08:48 AM djr/epd

EXHIBIT C – PERMITTED EXCEPTIONS

1. An easement for irrigation lateral and incidental purposes, recorded August 11, 1939 in Book 666, Page 11 and June 15, 1946, Book 980, Page 491 of Official Records.

In Favor of: West Side Irrigation District
Affects: As described therein

2. The terms, provisions and easement(s) contained in the document entitled "Contract and Grant of Easement" recorded June 11, 1953 in Book 1532, Page 119 of Official Records.
3. An easement for right to use concrete pipeline and incidental purposes, recorded April 28, 1969 in Book 3300, Page 1 of Official Records.

In Favor of: Benjamin Y. Curran and Arlene S. Curran, his wife
Affects: As described therein

Recording Requested by:
City of Tracy

Return to:
Adrienne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Space above this line for Recorder's use

APN: 209-250-36

Recording Fee: Exempt (Government Code Section 6103 (City shall not pay any fee for the filing of any document) and Section 27383 (No fee shall be charged by the recorder for services rendered any municipality except for making a copy))

Documentary Transfer Tax: Exempt (Revenue and Taxation Code Section 11922 (Any instrument to which any state or territory of political subdivision thereof is a party shall be exempt from any tax imposed when the exempt agency is acquiring title))

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, RONNOCO PROPERTIES OF TRACY, L.P., a California limited partnership, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor") as set forth on Exhibit A, Grantor hereby makes an Irrevocable Offer of Dedication of fee interest in the property described on Exhibit B to THE CITY OF TRACY, A MUNICIPAL CORPORATION, subject, however, to the permissible encumbrances set forth in Exhibit C, the hereinafter described real property for the following public purpose:

STREETS AND OTHER PUBLIC PURPOSES

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT

EXHIBIT C FOR PERMISSIBLE ENCUMBRANCES

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

SIGNATURE PAGE

Signed this 14th day of March, 2025

RONNOCO PROPERTIES OF TRACY, L.P.,
a California limited partnership

By: _____

Name: Seamus O'Connor

Title: Partner



NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

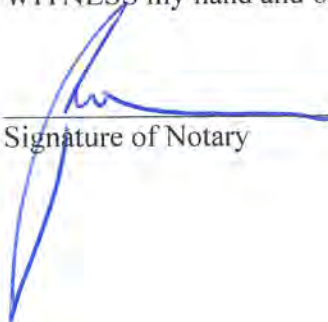
STATE OF CALIFORNIA)
) §
County of Alameda)

On March 14, 2025, before me, Tammy Kwan
_____ a Notary Public, personally appeared Seamus O'Connor

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary



(Affix seal here)

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. _____, dated _____, _____, and the grantee consents to the recordation thereof.

DATED: _____

By: _____

City of Tracy

Exhibit A
Grantor Parcel

The Land referred to herein below is situated in an Unincorporated Area of the County of San Joaquin, State of California, and is described as follows:

A PORTION OF THE SOUTH 1/2 OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE UPPER MAIN CANAL OF THE WEST SIDE IRRIGATION DISTRICT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN GRANT DEED TO BRIAN J. O'CONNOR, ET AL RECORDED FEBRUARY 19, 1999 RECORDER'S INSTRUMENT NO. 99024031, SAN JOAQUIN COUNTY RECORDS, SAID POINT OF BEGINNING BEING ON THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 25;

THENCE ALONG THE SOUTHERLY PROLONGATION OF THE WEST LINE OF SAID O'CONNOR PARCEL, SOUTH 00° 02' 00" EAST A DISTANCE OF 1539.23 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF THE UPPER MAIN CANAL OF THE WEST SIDE IRRIGATION DISTRICT;

THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE ON THE FOLLOWING TWO COURSES:

[1] SOUTH 55° 00' 00" EAST A DISTANCE OF 514.61 FEET; THENCE

[2] SOUTH 43° 46' 00" EAST A DISTANCE OF 106.90 FEET TO THE MOST WESTERLY CORNER OF A 1.55 ACRE PARCEL DESIGNATED AS PARCEL 3 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FEBRUARY 27, 1989 IN BOOK OF PARCEL MAPS, BOOK 16, PAGE 62, SAN JOAQUIN COUNTY RECORDS;

THENCE ALONG THE NORTHERLY LINE OF SAID 1.55 ACRE PARCEL 3 ON THE FOLLOWING THREE COURSES:

[1] NORTH 34° 00' 23" EAST A DISTANCE OF 49.19 FEET; THENCE

[2] SOUTH 87° 28' 37" EAST A DISTANCE OF 199.49 FEET; THENCE

[3] NORTH 79° 38' 00" EAST A DISTANCE OF 26.90 FEET TO THE SOUTHWESTERLY CORNER OF A 5.33 ACRE PARCEL DESIGNATED AS PARCEL A AS SHOWN ON THAT CERTAIN PARCEL MAP FILED JULY 27, 1978 IN BOOK OF PARCEL MAPS, BOOK 6, PAGE 90, SAN JOAQUIN COUNTY RECORDS;

THENCE ALONG THE WESTERLY LINE OF SAID 5.33 ACRE PARCEL A ON THE FOLLOWING THREE COURSES:

[1] NORTH 10° 22' 00" WEST A DISTANCE OF 45.00 FEET; THENCE

[2] NORTH 79° 38' 00" EAST A DISTANCE OF 19.26 FEET; THENCE

[3] NORTH 00° 02' 00" WEST A DISTANCE OF 753.57 FEET TO THE NORTHWEST CORNER OF SAID 5.33 ACRE PARCEL A;

THENCE ALONG THE NORTH LINE OF SAID 5.33 ACRE PARCEL A SOUTH 89° 58' 00" EAST A DISTANCE OF 300.00 FEET TO THE NORTHEAST CORNER OF SAID 5.33 ACRE PARCEL A; THENCE ALONG THE EAST LINE OF SAID 5.33 ACRE PARCEL A SOUTH 00° 02' 00" WEST A DISTANCE OF 721.47 FEET TO THE CENTER LINE OF A 45.00 FOOT WIDE PRIVATE ROAD RIGHT OF WAY AS SHOWN ON SAID PARCEL MAP FILED IN BOOK OF PARCEL MAPS, BOOK 16, PAGE 62, SAN JOAQUIN COUNTY RECORDS. SAID POINT BEARS NORTH 00° 02' 00" EAST A DISTANCE OF 22.88 FEET FROM THE SOUTHEAST CORNER OF SAID 5.33 ACRE PARCEL A; THENCE ALONG SAID CENTER LINE NORTH 79° 38' 00" EAST A DISTANCE OF 362.60 FEET TO AN ANGLE POINT;

THENCE CONTINUING ALONG SAID CENTER LINE NORTH 71° 20' 02" EAST A DISTANCE OF 206.78 FEET TO THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF A 1.05 ACRE PARCEL DESIGNATED AS PARCEL A AS SHOWN ON THAT CERTAIN PARCEL MAP FILED AUGUST 19, 1985 IN BOOK OF PARCEL MAPS, BOOK 13, PAGE 161, SAN JOAQUIN COUNTY RECORDS;

THENCE ALONG SAID NORTHWESTERLY PROLONGATION SOUTH 44° 47' 36" EAST A DISTANCE OF 24.88 FEET TO THE MOST NORTHWESTERLY CORNER OF SAID 1.05 ACRE PARCEL A; SAID MOST NORTHWESTERLY CORNER BEING ON THE SOUTHEASTERLY LINE OF SAID 45.00 FOOT WIDE PRIVATE RIGHT OF WAY;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID 1.05 ACRE PARCEL A BEING ALSO THE SAID SOUTHEASTERLY RIGHT OF WAY LINE ON THE FOLLOWING TWO COURSES:

[1] NORTH 70° 27' 00" EAST A DISTANCE OF 170.70 FEET; THENCE

[2] NORTH 31° 02' 00" EAST A DISTANCE OF 105.00 FEET TO THE MOST NORTHERLY CORNER OF SAID 1.05 ACRE PARCEL A;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE ON THE FOLLOWING TWO COURSES:

[1] NORTH 31° 02' 00" EAST A DISTANCE OF 85.00 FEET; THENCE

[2] NORTH 20° 39' 00" EAST A DISTANCE OF 93.02 FEET TO THE MOST SOUTHERLY CORNER OF THAT CERTAIN 1.69 ACRE PARCEL DESIGNATED AS PARCEL 1 AS SHOWN ON SAID PARCEL MAP, BOOK 16, PAGE 62, SAN JOAQUIN COUNTY RECORDS;

THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 1, NORTH 69° 21' 00" WEST A DISTANCE OF 209.68 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL 1;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1, NORTH 00° 02' 00" WEST A DISTANCE OF 300.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 1;

THENCE ALONG THE NORTH LINE OF SAID PARCEL 1, NORTH 89° 58' 00" EAST A DISTANCE OF 210.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 1, SAID NORTHEAST CORNER ALSO BEING ON THE EAST LINE OF A 42.09 ACRE PARCEL DESIGNATED AS PARCEL 2 OF SAID PARCEL MAP, BOOK 16, PAGE 62, SAN JOAQUIN COUNTY RECORDS;

THENCE ALONG THE EAST LINE OF SAID PARCEL 2, NORTH 00° 02' 00" WEST A DISTANCE OF 982.72 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 2, SAID NORTHEAST CORNER ALSO BEING ON THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 25;

THENCE ALONG SAID SOUTH LINE OF THE NORTH 1/2 OF SECTION 25, ALSO BEING THE NORTH LINE OF SAID 42.09 ACRE PARCEL 2 AND THE NORTH LINE OF A 34.63 ACRE PARCEL DESIGNATED AS PARCEL 4 OF SAID PARCEL MAP, BOOK 16, PAGE 62, SAN JOAQUIN COUNTY RECORDS, NORTH 89° 22' 30" WEST A DISTANCE OF 1935.17 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"
LEGAL DESCRIPTION

ALL THAT CERTAIN PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JANUARY 24, 2003, AS DOCUMENT NO. 2003-016519, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LANDS, ALSO BEING THE WESTERLY LINE OF LANDS DESCRIBED IN THAT CERTAIN TRUST TRANSFER OF DEED RECORDED SEPTEMBER 30, 2021, AS DOCUMENT NO. 2021-164744, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

THENCE ALONG THE EASTERLY LINE OF SAID PARCEL (2003-016519 OR), SOUTH 00° 26' 51" WEST, 60.50 FEET;

THENCE LEAVING THE SAID EASTERLY LINE, NORTH 88° 53' 38" WEST, 1935.17 FEET TO A POINT ON THE EASTERLY LINE OF LANDS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JANUARY 19, 2022, AS INSTRUMENT 2022-007839;

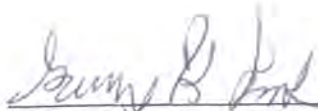
THENCE ALONG SAID EASTERLY LINE, NORTH 0° 26' 51" EAST, 60.50 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON DECEMBER 31, 2001, AS INSTRUMENT 2001-213496;

THENCE SOUTH 88° 53' 38" EAST, 1935.17 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 117,078 SQUARE FEET OR 2.6677 ACRES OF LAND, MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

DESCRIPTION PREPARED BY KIER & WRIGHT CIVIL ENGINEERS AND SURVEYORS, INC.


GARY K. LAMB, PLS 6627

03-19-25
DATE



LEGEND

OR
POINT OF BEGINNING



SSOUTH PARCEL
INVESTOR, LLC
DN 2016-06743

60.50'

60.50'

60.50'

N0°26'51"E 60.50'

S88°53'38"E 1935.17'

S0°26'51"W 60.50'

N88°53'38"W 1935.17'

LANDS OF TAKHAR
DN 2022-007839

LANDS OF RONNOCO
D.N. 2003-016519

LANDS GARCIA TRUST
DN 2021-164744

60.5' ROAD DEDICATION
117,078± SQUARE FEET
(2.6677± ACRES)

POB



2850 Collier Canyon Road
Livermore, CA 94551

Phone: (925) 245-8788
www.kierwright.com

KIER+WRIGHT

TRACY,

EXHIBIT " B "

60.5' RIGHT OF WAY DEDICATION

CALIFORNIA

DATE	JAN., 2025
SCALE	1" = 250'
BY	DAJ
JOB NO.	A09500-424
SHEET	1 OF 1

EXHIBIT C
PERMITTED EXCEPTIONS

All matters of record.

Recording Requested
by: City of Tracy

Return to:
Adrienne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Space above this line for Recorder's use

APN: Portion 209-250-130

Recording Fee: Exempt (Government Code Section 6103 (City shall not pay any fee for the filing of any document) and Section 27383 (No fee shall be charged by the recorder for services rendered any municipality except for making a copy))

Documentary Transfer Tax: Exempt (Revenue and Taxation Code Section 11922 (Any instrument to which any state or territory of political subdivision thereof is a party shall be exempt from any tax imposed when the exempt agency is acquiring title))

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, PRIMITIVO GARCIA-RODRIGUEZ AND SOFIA GARCIA, TRUSTEES OF THE GARCIA REVOCABLE TRUST DATED DECEMBER 20, 2013 represents that, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor") as set forth on Exhibit A, Grantor hereby makes an Irrevocable Offer of Dedication of fee interest in the property described on Exhibit B to THE CITY OF TRACY, A MUNICIPAL CORPORATION, subject, however, to the permissible encumbrances set forth in Exhibit C, the hereinafter described real property for the following public purpose:

STREETS AND OTHER PUBLIC PURPOSES

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT

EXHIBIT C FOR PERMISSIBLE ENCUMBRANCES

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

SIGNATURE PAGE

Signed this 10th day of October, 2024

Grantor Signatures: 

Primitivo Garcia Rodriguez, as Co-Trustee of the Garcia Revocable Trust dated December 20, 2013



Sofia Garcia, as Co-Trustee of the Garcia Revocable Trust dated December 20, 2013

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA)
) §
County of _____)

SEE ATTACHED CERTIFICATE *gms*

On _____, before me, _____

a Notary Public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA)
County of _____) §

SEE ATTACHED CERTIFICATE

SMA

On _____, before me, _____

a Notary Public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Alameda }

On OCT 10 2024 before me, Sandra M. Dooley, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Primitivo Garcia Rodriguez and Sofia Garcia
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Sandra M. Dooley
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Irrevocable offer of Dedication of Fee Interest

Document Date: N/A Number of Pages: N/A

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. _____, dated _____, _____, and the grantee consents to the recordation thereof.

DATED: _____

By: _____

City of Tracy

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT A
LEGAL DESCRIPTION

ALL THAT CERTAIN PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE TRUST TRANSFER DEED RECORDED ON DECEMBER 17, 2012, AS INSTRUMENT NO. 2012-166799, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LANDS, ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF LAMMERS ROAD (WIDTH VARIES);

THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, SOUTH 00° 26' 20" WEST, 122.63 FEET;

THENCE LEAVING SAID RIGHT OF WAY LINE, NORTH 44° 13' 28" WEST, 89.39 FEET;

THENCE NORTH 88° 53' 38" WEST, 533.09 FEET TO THE EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE GRANT DEED RECORDED ON JANUARY 24, 2003, AS INSTRUMENT NO. 2003-016519;

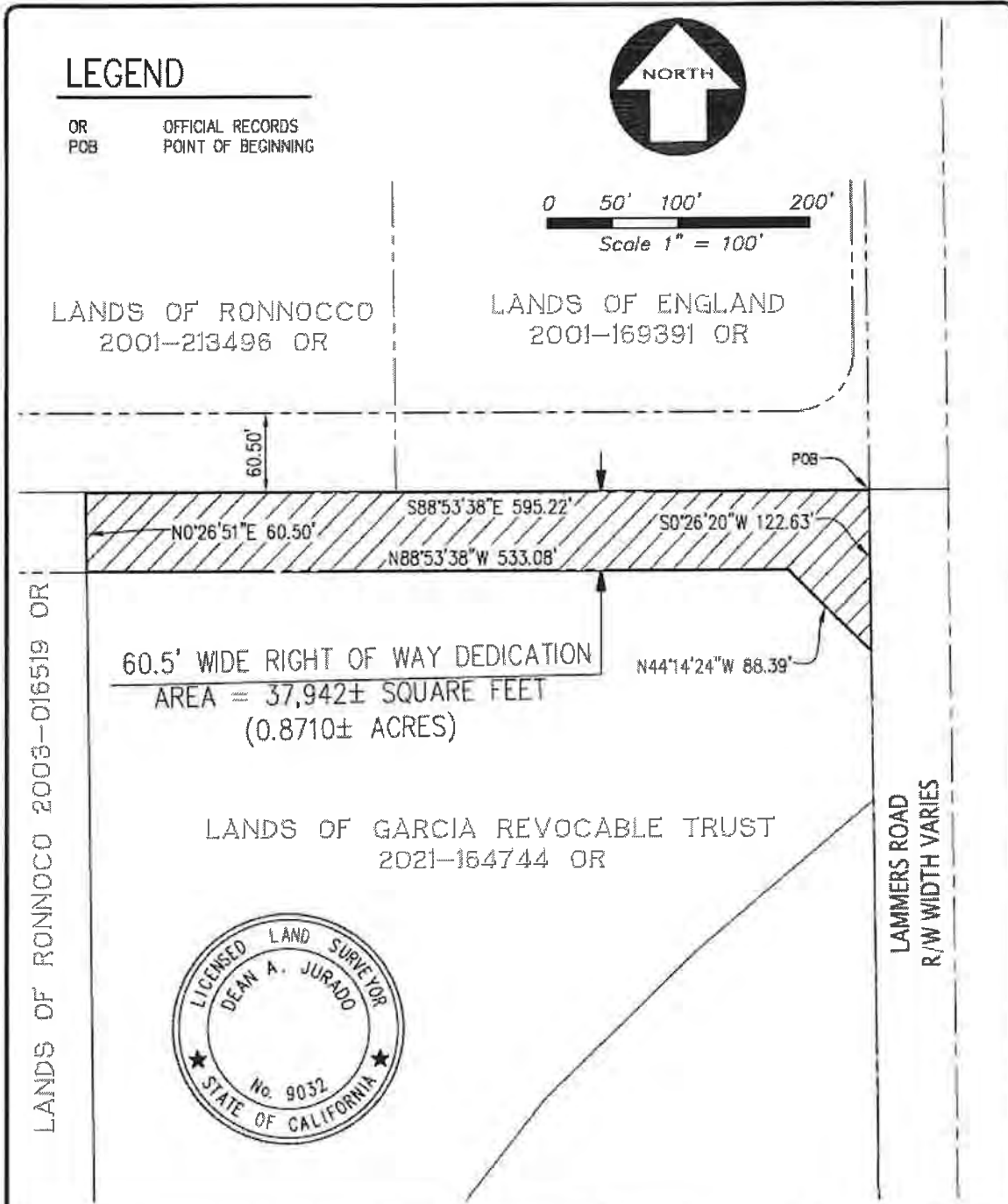
THENCE NORTH 00° 26' 51" EAST, 60.50 FEET TO THE SOUTHERLY LINE OF LAND DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON DECEMBER 31, 2001, AS INSTRUMENT NO. 2001-213496;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 88° 53' 38" EAST, 595.22 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 37,942± SQUARE FEET OR 0.8710± ACRES OF LAND.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

EXHIBIT B
PLAT



KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road Phone (925) 245-8788
Livermore, California 94551 Fax (925) 245-8796
www.kierwright.com

EXHIBIT "C"
60' WIDE
ROW DEDICATION
TRACY, CALIFORNIA

DATE	JUNE, 2022
SCALE	1" = 100'
BY	DAJ
JOB NO.	A09500-424
SHEET	1 OF 1

EXHIBIT C
PERMITTED EXCEPTIONS

All Matters of Record

Exhibit E – Fee Credit

Preliminary Estimated Credit / Reimbursement for Construction of Promontory Parkway Extension from Pavillion Parkway to Lammers Road
1/17/2025

Improvements	Unit Type	Units	FY 12/13							FY 24/25							Notes
			Unit Cost w/ Mark-Up	Total CIP Cost	Land Cost	Total Cost of Land Acquisition	Estimated Const. Cost	40% mark up per DA	Eligible for Credit ¹	Unit Cost w/ Mark-Up	Total CIP Cost	Land Cost	Total Cost of Land Acquisition	Estimated Const. Cost	40% mark up per DA	Eligible for Credit ¹	
Promontory Extension																	
Road Costs ²																	
Promontory Parkway (New Schulte) from Pavillion Parkway to Lammers Road.																	
STA 160+51.49 to 209+94.61. (RBF new 4L Maj Art + Med c-to-c, two travel lanes)	LF	4,818	\$ 945.32	\$ 4,554,665.00	\$ 439.62	\$ 2,118,142.00	\$ 1,740,374.00	\$ 696,149.00	\$ 2,436,523.00	\$ 1,332.63	\$ 6,420,759.00	\$ 619.74	\$ 2,985,967.00	\$ 2,453,423.00	\$ 981,369.00	\$ 3,434,792.00	3,262 is the length in the Master Plan for these segments but Pavillion extension was moved. Building 2 lanes without the median, including fire hydrants.
Intersection Lammers Road & Promontory Parkway (MP Intersection 36) - Constructing eastbound left turn and through lane	EA	1	\$ 156,482.65	\$ 156,483.00	\$ 38,807.07	\$ 38,807.00	\$ 84,054.00	\$ 33,622.00	\$ 117,676.00	\$ 220,595.22	\$ 220,595.00	\$ 54,706.73	\$ 54,707.00	\$ 118,491.00	\$ 47,397.00	\$ 165,888.00	
Temporary Sidewalk STA 160+51.49 to 209+47.43.	LF	4,896	\$ 36.72	\$ 179,779.00	\$ -	\$ -	\$ 128,414.00	\$ 51,365.00	\$ 179,779.00	\$ 51.76	\$ 253,436.00	\$ -	\$ -	\$ 181,026.00	\$ 72,410.00	\$ 253,436.00	
Subtotal Road			\$ 4,890,927.00	\$ 4,890,927.00	\$ -	\$ 2,156,949.00	\$ 1,952,842.00	\$ 781,136.00	\$ 2,733,978.00	\$ 6,894,790.00	\$ 6,894,790.00	\$ 3,040,674.00	\$ 2,752,940.00	\$ 1,101,176.00	\$ 3,854,116.00		
Total Promontory Extension			\$ 4,890,927.00	\$ 4,890,927.00	\$ -	\$ 2,156,949.00	\$ 1,952,842.00	\$ 781,136.00	\$ 2,733,978.00	\$ 6,894,790.00	\$ 6,894,790.00	\$ 3,040,674.00	\$ 2,752,940.00	\$ 1,101,176.00	\$ 3,854,116.00		

Notes:
¹ The 4% program management (PM) must be paid by the Developer to the City prior to receiving credits. If the PM payment is not received, the PM will need to be removed from the total eligible credit.
² Unit costs derived from the City of Tracy Transportation Master Plan dated June of 2013. Costs have been escalated by the Engineer's News Record San Francisco Construction Cost Index to June 2024 costs (15,367.38/10,901.09).

Fees Due at time of Building Permit ¹

Improvements	FY 12/13					FY 24/25				
	Plan Check ²	CM & I 3%	Conting 5%	PM 4%	Total Costs Due to City at BP	Plan Check ²	CM & I 3%	Conting 5%	PM 4%	Total Costs Due to City at BP
Road Costs										
Promontory Parkway (New Schulte) from Pavillion Parkway to Lammers Road.										
STA 160+51.49 to 209+94.61. (RBF new 4L Maj Art + Med c-to-c, two travel lanes)	TBD	\$ 52,211.22	\$ 87,018.70	\$ 69,614.96	\$ 208,844.88	TBD	\$ 73,602.69	\$ 122,671.15	\$ 98,136.92	\$ 294,410.76
Intersection Lammers Road & Promontory Parkway (MP Intersection 36) - Constructing eastbound through and through right lane	TBD	\$ 2,521.62	\$ 4,202.70	\$ 3,362.16	\$ 10,086.48	TBD	\$ 3,554.73	\$ 5,924.55	\$ 4,739.64	\$ 14,218.92
Temporary Sidewalk STA 160+51.49 to 209+47.43.	TBD	\$ 3,852.42	\$ 6,420.70	\$ 5,136.56	\$ 15,409.68	TBD	\$ 5,430.78	\$ 9,051.30	\$ 7,241.04	\$ 21,723.12
Subtotal Road	TBD	\$ 58,585.26	\$ 97,642.10	\$ 78,113.68	\$ 234,341.04	TBD	\$ 82,588.20	\$ 137,647.00	\$ 110,117.60	\$ 330,352.80
Total	TBD	\$ 58,585.26	\$ 97,642.10	\$ 78,113.68	\$ 234,341.04	TBD	\$ 82,588.20	\$ 137,647.00	\$ 110,117.60	\$ 330,352.80

Notes:
¹ Fees due at Building Permit Issuance are calculated as percentages of the estimated construction cost per the Development Agreement dated January 6, 2014. The Developer can choose to reduce the amount eligible for credits by the Program Management fees rather than paying the Program Management Fees at the time of Building Permit issuance.
² Plan Check Fees are calculated in accordance with the Amendment to the Master Fee Schedule to Modify the Development Services Public Improvement Plan Check Fee adopted on September 2, 2014 and are due at the time of Building Permit Issuance.

Recording Requested by: City
of Tracy

Return to:

Adrienne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Space above this line for

APN: 209-250-370

Recording Fee: Exempt

Recorder's use (Government Code Section 6103 and 27383)

Documentary Transfer Tax:

Exempt (Revenue and Taxation
Code Section 11922)

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, Kashmir Takhar, an unmarried woman, represents that, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor") as set forth on Exhibit A, Grantor hereby makes an Irrevocable Offer of Dedication of fee interest in the property described on Exhibit B to THE CITY OF TRACY, A MUNICIPAL CORPORATION, subject, however, to the permissible encumbrances set forth in Exhibit C, the hereinafter described real property for the following public purpose:

STREETS AND OTHER PUBLIC PURPOSES

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT AND LEGAL DEPICTION

EXHIBIT C FOR PERMISSIBLE ENCUMBRANCES

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

(Notary Acknowledgment Required for Each signatory)

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No.

_____, dated _____, 20____, and the grantee consents to the recordation thereof.

DATED:


By: _____

City of Tracy

[Signature Page Irrevocable Offer of Dedication Of Fee Interest]

Signed this 6th day of September, 2023.

Grantor:


KASHMIR TAKHAR, an unmarried woman

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA)

) §
County of Santa Clara)

On 09/06/2023, before me, Michael Austin, Notary Public
_____ a Notary Public, personally appeared Kashmir Takhar

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Michael Austin
Signature of Notary



(Affix seal here)

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
_____ a Notary Public, personally appeared _____
_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT A - LEGAL DESCRIPTION

PARCEL ONE:

A PORTION OF THE SOUTH 1/2 OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 4 EAST. MOUNT DIABLO BASE AND MERIDIAN, LYING NORTH OF THE NORTHERLY LINE OF THE UPPER MAIN CANAL OF THE WEST SIDE IRRIGATION DISTRICT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN GRANT DEED TO BRIAN O'CONNOR, ET AL, RECORDED FEBRUARY 19, 1999, AS INSTRUMENT NO. 99024031, SAN JOAQUIN COUNTY RECORDS; SAID POINT BEING ON THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 25; THENCE ALONG THE SOUTHERLY PROLONGATION OF THE WEST LINE OF SAID O'CONNOR PARCEL, SOUTH 00° 02' 00" EAST A DISTANCE OF 1539.23 FEET TO THE NORTHERLY LINE OF THE UPPER MAIN CANAL OF THE WEST SIDE IRRIGATION DISTRICT; THENCE ALONG SAID NORTHERLY LINE OF THE UPPER MAIN CANAL ON THE FOLLOWING FOUR (4) COURSES:

- 1) NORTH 55° 00' 00" WEST A DISTANCE OF 81.63 FEET; THENCE
- 2) NORTH 63° 22' 00" WEST A DISTANCE OF 1938.42 FEET; THENCE
- 3) NORTH 46° 19' 02" WEST A DISTANCE OF 865.13 FEET; THENCE
- 4) NORTH 51° 03' 00" WEST A DISTANCE OF 84.48 FEET,

TO THE SOUTH LINE OF THE NORTH 1/2 OF SECTION 25; THENCE ALONG SAID SOUTH LINE OF THE NORTH 1/2 OF SECTION 25, SOUTH 89° 22' 30" EAST A DISTANCE OF 2490.20 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR ROADWAY PURPOSES OVER A STRIP OF LAND THIRTY (30) FEET IN WIDTH LOCATED ALONG THE NORTHERLY BOUNDARY OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING THEREFROM THE EASTERLY 60.0 FEET, MORE OR LESS, LYING WITHIN LAMMERS ROAD.

For conveyancing purposes only: APN 209-250-370

EXHIBIT B - LEGAL DESCRIPTION AND PLAT

60.5' RIGHT OF WAY
DEDICATION

ALL THAT CERTAIN PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JANUARY 19, 2022, AS INSTRUMENT NO. 2022-007839, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LANDS, ALSO BEING THE WESTERLY LINE OF LANDS DESCRIBED IN THAT GRANT DEED RECORDED JANUARY 24, 2003 AS INSTRUMENT NO. 2003-016519;

THENCE ALONG THE EASTERLY LINE OF SAID PARCEL, SOUTH 00° 26' 51" WEST, 60.50 FEET;

THENCE LEAVING SAID WESTERLY LINE THE FOLLOWING THREE COURSES:

- 1) NORTH 88° 53' 38" WEST, 1755.06 FEET,
- 2) NORTH 86° 31' 10" WEST, 281.05 FEET TO A CURVE TO THE RIGHT, AND
- 3) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 750.00 FEET, THROUGH A CENTRAL ANGLE OF 18° 33' 30", FOR AN ARC LENGTH OF 242.93 FEET TO THE SOUTHERLY LINE OF PARCEL A AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD AUGUST 14, 2006 IN BOOK 24, AT PAGE 23.

THENCE ALONG LAST SAID LINE, SOUTH 88° 53' 38" EAST, 2272.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 128,885± SQUARE FEET OR 2.9588± ACRES OF LAND.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



DEAN A. JURADO
L.S. 9032

8-31-23
DATE

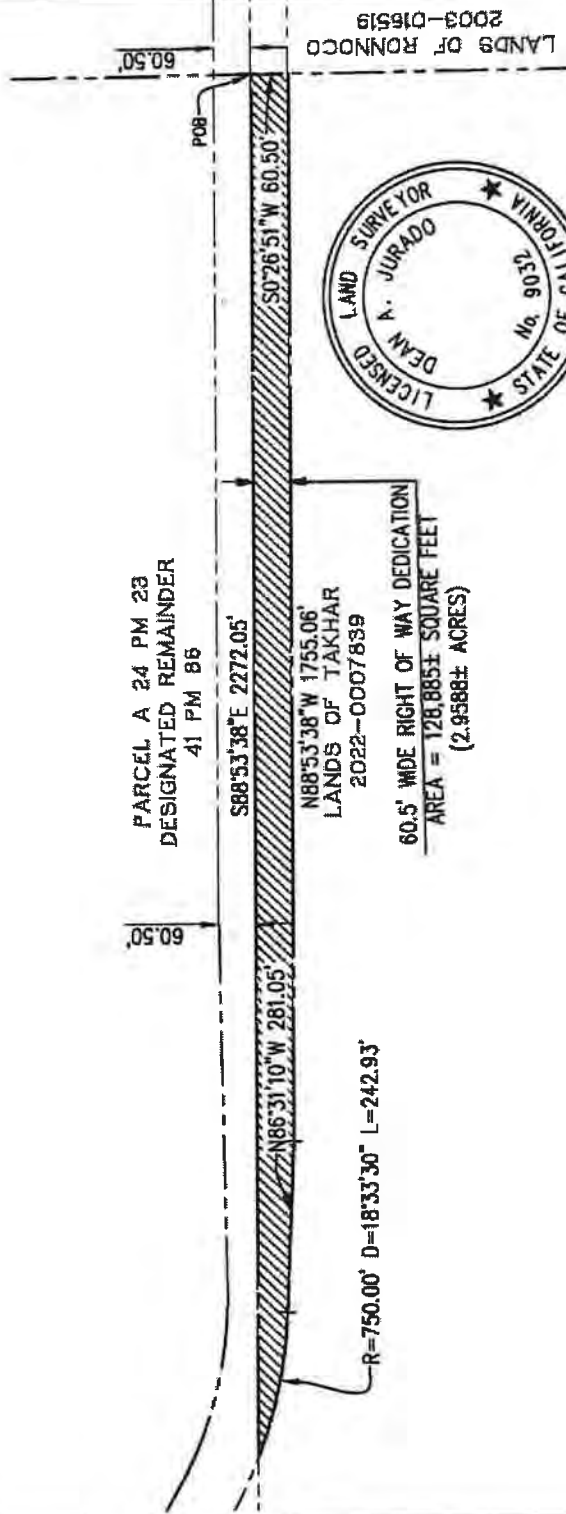


LEGEND

OR OFFICIAL RECORDS
POINT OF BEGINNING



0 125' 250' 500'
Scale 1" = 250'



DATE	JUNE, 2022
SCALE	1" = 250'
BY	DAJ
JOB NO.	A09500-424
SHEET	1 OF 1

EXHIBIT "C"
60.5' RIGHT OF WAY DEDICATION
CALIFORNIA

KIER+WRIGHT
2850 Collier Canyon Road
Livermore, CA 94551
Phone: (925) 745-5788
www.kierwright.com

TRACY,

EXHIBIT C – PERMITTED EXCEPTIONS

1. An easement for irrigation lateral and incidental purposes, recorded August 11, 1939 in Book 666, Page 11 and June 15, 1946, Book 980, Page 491 of Official Records.

In Favor of: West Side Irrigation District
Affects: As described therein

2. The terms, provisions and easement(s) contained in the document entitled "Contract and Grant of Easement" recorded June 11, 1953 in Book 1532, Page 119 of Official Records.
3. An easement for right to use concrete pipeline and incidental purposes, recorded April 28, 1969 in Book 3300, Page 1 of Official Records.

In Favor of: Benjamin Y. Curran and Arlene S. Curran, his wife
Affects: As described therein

Recording Requested by:
City of Tracy

Return to:
Adrienne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Space above this line for Recorder's use

APN: 209-250-36

Recording Fee: Exempt (Government Code Section 6103 (City shall not pay any fee for the filing of any document) and Section 27383 (No fee shall be charged by the recorder for services rendered any municipality except for making a copy))

Documentary Transfer Tax: Exempt (Revenue and Taxation Code Section 11922 (Any instrument to which any state or territory of political subdivision thereof is a party shall be exempt from any tax imposed when the exempt agency is acquiring title))

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, RONNOCO PROPERTIES OF TRACY, L.P., a California limited partnership, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor") as set forth on Exhibit A, Grantor hereby makes an Irrevocable Offer of Dedication of fee interest in the property described on Exhibit B to THE CITY OF TRACY, A MUNICIPAL CORPORATION, subject, however, to the permissible encumbrances set forth in Exhibit C, the hereinafter described real property for the following public purpose:

STREETS AND OTHER PUBLIC PURPOSES

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT

EXHIBIT C FOR PERMISSIBLE ENCUMBRANCES

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

SIGNATURE PAGE

Signed this 14th day of March, 2025

RONNOCO PROPERTIES OF TRACY, L.P.,
a California limited partnership

By: _____

Name: Seamus O'Connor

Title: Partner



NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

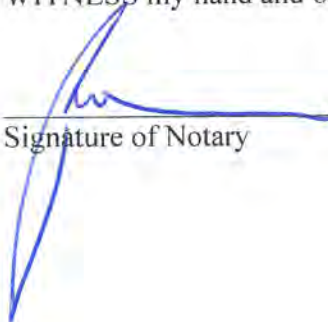
STATE OF CALIFORNIA)
) §
County of Alameda)

On March 14, 2025, before me, Tammy Kwan
_____ a Notary Public, personally appeared Seamus O'Connor

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary



(Affix seal here)

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. _____, dated _____, _____, and the grantee consents to the recordation thereof.

DATED: _____

By: _____

City of Tracy

Exhibit A
Grantor Parcel

The Land referred to herein below is situated in an Unincorporated Area of the County of San Joaquin, State of California, and is described as follows:

A PORTION OF THE SOUTH 1/2 OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE UPPER MAIN CANAL OF THE WEST SIDE IRRIGATION DISTRICT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN GRANT DEED TO BRIAN J. O'CONNOR, ET AL RECORDED FEBRUARY 19, 1999 RECORDER'S INSTRUMENT NO. 99024031, SAN JOAQUIN COUNTY RECORDS, SAID POINT OF BEGINNING BEING ON THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 25;

THENCE ALONG THE SOUTHERLY PROLONGATION OF THE WEST LINE OF SAID O'CONNOR PARCEL, SOUTH 00° 02' 00" EAST A DISTANCE OF 1539.23 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF THE UPPER MAIN CANAL OF THE WEST SIDE IRRIGATION DISTRICT;

THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE ON THE FOLLOWING TWO COURSES:

[1] SOUTH 55° 00' 00" EAST A DISTANCE OF 514.61 FEET; THENCE

[2] SOUTH 43° 46' 00" EAST A DISTANCE OF 106.90 FEET TO THE MOST WESTERLY CORNER OF A 1.55 ACRE PARCEL DESIGNATED AS PARCEL 3 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FEBRUARY 27, 1989 IN BOOK OF PARCEL MAPS, BOOK 16, PAGE 62, SAN JOAQUIN COUNTY RECORDS;

THENCE ALONG THE NORTHERLY LINE OF SAID 1.55 ACRE PARCEL 3 ON THE FOLLOWING THREE COURSES:

[1] NORTH 34° 00' 23" EAST A DISTANCE OF 49.19 FEET; THENCE

[2] SOUTH 87° 28' 37" EAST A DISTANCE OF 199.49 FEET; THENCE

[3] NORTH 79° 38' 00" EAST A DISTANCE OF 26.90 FEET TO THE SOUTHWESTERLY CORNER OF A 5.33 ACRE PARCEL DESIGNATED AS PARCEL A AS SHOWN ON THAT CERTAIN PARCEL MAP FILED JULY 27, 1978 IN BOOK OF PARCEL MAPS, BOOK 6, PAGE 90, SAN JOAQUIN COUNTY RECORDS;

THENCE ALONG THE WESTERLY LINE OF SAID 5.33 ACRE PARCEL A ON THE FOLLOWING THREE COURSES:

[1] NORTH 10° 22' 00" WEST A DISTANCE OF 45.00 FEET; THENCE

[2] NORTH 79° 38' 00" EAST A DISTANCE OF 19.26 FEET; THENCE

[3] NORTH 00° 02' 00" WEST A DISTANCE OF 753.57 FEET TO THE NORTHWEST CORNER OF SAID 5.33 ACRE PARCEL A;

THENCE ALONG THE NORTH LINE OF SAID 5.33 ACRE PARCEL A SOUTH 89° 58' 00" EAST A DISTANCE OF 300.00 FEET TO THE NORTHEAST CORNER OF SAID 5.33 ACRE PARCEL A; THENCE ALONG THE EAST LINE OF SAID 5.33 ACRE PARCEL A SOUTH 00° 02' 00" WEST A DISTANCE OF 721.47 FEET TO THE CENTER LINE OF A 45.00 FOOT WIDE PRIVATE ROAD RIGHT OF WAY AS SHOWN ON SAID PARCEL MAP FILED IN BOOK OF PARCEL MAPS, BOOK 16, PAGE 62, SAN JOAQUIN COUNTY RECORDS. SAID POINT BEARS NORTH 00° 02' 00" EAST A DISTANCE OF 22.88 FEET FROM THE SOUTHEAST CORNER OF SAID 5.33 ACRE PARCEL A; THENCE ALONG SAID CENTER LINE NORTH 79° 38' 00" EAST A DISTANCE OF 362.60 FEET TO AN ANGLE POINT;

THENCE CONTINUING ALONG SAID CENTER LINE NORTH 71° 20' 02" EAST A DISTANCE OF 206.78 FEET TO THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF A 1.05 ACRE PARCEL DESIGNATED AS PARCEL A AS SHOWN ON THAT CERTAIN PARCEL MAP FILED AUGUST 19, 1985 IN BOOK OF PARCEL MAPS, BOOK 13, PAGE 161, SAN JOAQUIN COUNTY RECORDS;

THENCE ALONG SAID NORTHWESTERLY PROLONGATION SOUTH 44° 47' 36" EAST A DISTANCE OF 24.88 FEET TO THE MOST NORTHWESTERLY CORNER OF SAID 1.05 ACRE PARCEL A; SAID MOST NORTHWESTERLY CORNER BEING ON THE SOUTHEASTERLY LINE OF SAID 45.00 FOOT WIDE PRIVATE RIGHT OF WAY;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID 1.05 ACRE PARCEL A BEING ALSO THE SAID SOUTHEASTERLY RIGHT OF WAY LINE ON THE FOLLOWING TWO COURSES:

[1] NORTH 70° 27' 00" EAST A DISTANCE OF 170.70 FEET; THENCE

[2] NORTH 31° 02' 00" EAST A DISTANCE OF 105.00 FEET TO THE MOST NORTHERLY CORNER OF SAID 1.05 ACRE PARCEL A;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE ON THE FOLLOWING TWO COURSES:

[1] NORTH 31° 02' 00" EAST A DISTANCE OF 85.00 FEET; THENCE

[2] NORTH 20° 39' 00" EAST A DISTANCE OF 93.02 FEET TO THE MOST SOUTHERLY CORNER OF THAT CERTAIN 1.69 ACRE PARCEL DESIGNATED AS PARCEL 1 AS SHOWN ON SAID PARCEL MAP, BOOK 16, PAGE 62, SAN JOAQUIN COUNTY RECORDS;

THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 1, NORTH 69° 21' 00" WEST A DISTANCE OF 209.68 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL 1;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1, NORTH 00° 02' 00" WEST A DISTANCE OF 300.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 1;

THENCE ALONG THE NORTH LINE OF SAID PARCEL 1, NORTH 89° 58' 00" EAST A DISTANCE OF 210.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 1, SAID NORTHEAST CORNER ALSO BEING ON THE EAST LINE OF A 42.09 ACRE PARCEL DESIGNATED AS PARCEL 2 OF SAID PARCEL MAP, BOOK 16, PAGE 62, SAN JOAQUIN COUNTY RECORDS;

THENCE ALONG THE EAST LINE OF SAID PARCEL 2, NORTH 00° 02' 00" WEST A DISTANCE OF 982.72 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 2, SAID NORTHEAST CORNER ALSO BEING ON THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 25;

THENCE ALONG SAID SOUTH LINE OF THE NORTH 1/2 OF SECTION 25, ALSO BEING THE NORTH LINE OF SAID 42.09 ACRE PARCEL 2 AND THE NORTH LINE OF A 34.63 ACRE PARCEL DESIGNATED AS PARCEL 4 OF SAID PARCEL MAP, BOOK 16, PAGE 62, SAN JOAQUIN COUNTY RECORDS, NORTH 89° 22' 30" WEST A DISTANCE OF 1935.17 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"
LEGAL DESCRIPTION

ALL THAT CERTAIN PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JANUARY 24, 2003, AS DOCUMENT NO. 2003-016519, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LANDS, ALSO BEING THE WESTERLY LINE OF LANDS DESCRIBED IN THAT CERTAIN TRUST TRANSFER OF DEED RECORDED SEPTEMBER 30, 2021, AS DOCUMENT NO. 2021-164744, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

THENCE ALONG THE EASTERLY LINE OF SAID PARCEL (2003-016519 OR), SOUTH 00° 26' 51" WEST, 60.50 FEET;

THENCE LEAVING THE SAID EASTERLY LINE, NORTH 88° 53' 38" WEST, 1935.17 FEET TO A POINT ON THE EASTERLY LINE OF LANDS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JANUARY 19, 2022, AS INSTRUMENT 2022-007839;

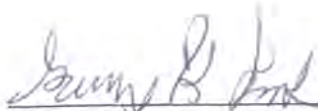
THENCE ALONG SAID EASTERLY LINE, NORTH 0° 26' 51" EAST, 60.50 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON DECEMBER 31, 2001, AS INSTRUMENT 2001-213496;

THENCE SOUTH 88° 53' 38" EAST, 1935.17 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 117,078 SQUARE FEET OR 2.6677 ACRES OF LAND, MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

DESCRIPTION PREPARED BY KIER & WRIGHT CIVIL ENGINEERS AND SURVEYORS, INC.


GARY K. LAMB, PLS 6627

03-14-25
DATE



LEGEND

OR
POINT OF BEGINNING



0 125' 250' 500'

Scale 1" = 250'

SSOUTH PARCEL
INVESTOR, LLC
DN 2016-066743

60.50'

60.50'

60.50'

60.5' ROAD DEDICATION
117,078± SQUARE FEET
(2.6677± ACRES)

LANDS OF RONNOCCO
DN 2001-213496

S88°53'38"E 1935.17'

N88°53'38"W 1935.17'

LANDS OF RONNOCO
D.N. 2003-016519

S0°26'51"W 60.50'

POB

LANDS GARCIA TRUST
DN 2021-164744

LANDS OF TAKHAR
DN 2022-007839

60.50'



2850 Collier Canyon Road
Livermore, CA 94551

Phone: (925) 245-8788
www.kierwright.com

KIER+WRIGHT

TRACY,

EXHIBIT " B "

60.5' RIGHT OF WAY DEDICATION

CALIFORNIA

DATE	JAN., 2025
SCALE	1" = 250'
BY	DAJ
JOB NO.	A09500-424
SHEET	1 OF 1

EXHIBIT C
PERMITTED EXCEPTIONS

All matters of record.

Recording Requested
by: City of Tracy

Return to:
Adrienne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Space above this line for Recorder's use

APN: Portion 209-250-130

Recording Fee: Exempt (Government Code Section 6103 (City shall not pay any fee for the filing of any document) and Section 27383 (No fee shall be charged by the recorder for services rendered any municipality except for making a copy))

Documentary Transfer Tax: Exempt (Revenue and Taxation Code Section 11922 (Any instrument to which any state or territory of political subdivision thereof is a party shall be exempt from any tax imposed when the exempt agency is acquiring title))

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, PRIMITIVO GARCIA-RODRIGUEZ AND SOFIA GARCIA, TRUSTEES OF THE GARCIA REVOCABLE TRUST DATED DECEMBER 20, 2013 represents that, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor") as set forth on Exhibit A, Grantor hereby makes an Irrevocable Offer of Dedication of fee interest in the property described on Exhibit B to THE CITY OF TRACY, A MUNICIPAL CORPORATION, subject, however, to the permissible encumbrances set forth in Exhibit C, the hereinafter described real property for the following public purpose:

STREETS AND OTHER PUBLIC PURPOSES

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION

EXHIBIT B FOR PLAT

EXHIBIT C FOR PERMISSIBLE ENCUMBRANCES

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

SIGNATURE PAGE

Signed this 10th day of October, 2024

Grantor Signatures: 

Primitivo Garcia Rodriguez, as Co-Trustee of the Garcia Revocable Trust dated December 20, 2013



Sofia Garcia, as Co-Trustee of the Garcia Revocable Trust dated December 20, 2013

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA)
) §
County of _____)

SEE ATTACHED CERTIFICATE *gms*

On _____, before me, _____

a Notary Public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA)
County of _____) §

SEE ATTACHED CERTIFICATE

SMA

On _____, before me, _____

a Notary Public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Alameda }

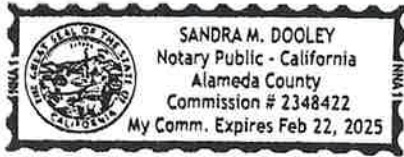
On OCT 10 2024 before me, Sandra M. Dooley, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Primitivo Garcia Rodriguez and Sofia Garcia
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Sandra M. Dooley
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Irrevocable offer of Dedication of Fee Interest

Document Date: N/A Number of Pages: N/A

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. _____, dated _____, _____, and the grantee consents to the recordation thereof.

DATED: _____

By: _____

City of Tracy

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT A
LEGAL DESCRIPTION

ALL THAT CERTAIN PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE TRUST TRANSFER DEED RECORDED ON DECEMBER 17, 2012, AS INSTRUMENT NO. 2012-166799, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LANDS, ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF LAMMERS ROAD (WIDTH VARIES);

THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, SOUTH 00° 26' 20" WEST, 122.63 FEET;

THENCE LEAVING SAID RIGHT OF WAY LINE, NORTH 44° 13' 28" WEST, 89.39 FEET;

THENCE NORTH 88° 53' 38" WEST, 533.09 FEET TO THE EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE GRANT DEED RECORDED ON JANUARY 24, 2003, AS INSTRUMENT NO. 2003-016519;

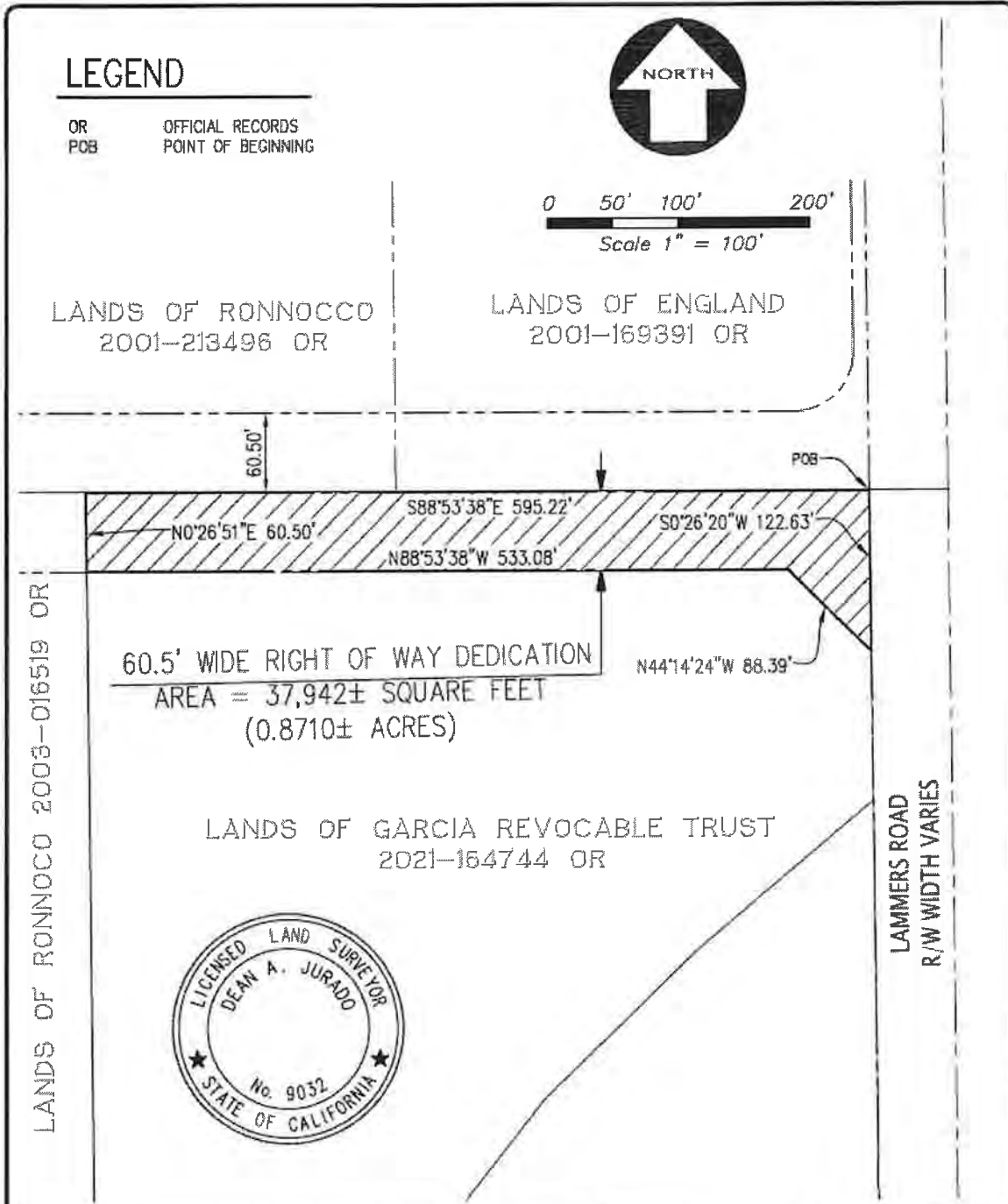
THENCE NORTH 00° 26' 51" EAST, 60.50 FEET TO THE SOUTHERLY LINE OF LAND DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON DECEMBER 31, 2001, AS INSTRUMENT NO. 2001-213496;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 88° 53' 38" EAST, 595.22 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 37,942± SQUARE FEET OR 0.8710± ACRES OF LAND.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

EXHIBIT B
PLAT



KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road Phone (925) 245-8788
Livermore, California 94551 Fax (925) 245-8796
www.kierwright.com

EXHIBIT "C"
60' WIDE
ROW DEDICATION
TRACY, CALIFORNIA

DATE	JUNE, 2022
SCALE	1" = 100'
BY	DAJ
JOB NO.	A09500-424
SHEET	1 OF 1

EXHIBIT C
PERMITTED EXCEPTIONS

All Matters of Record

Recording Requested by:
City of Tracy

Return to:
Adrienne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Recording Fee: Exempt
use (Government Code Section 6103 and 27383)

Space above this line for Recorder's

APN: 209-250-370

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code
Section 11922)

PUBLIC UTILITY EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, Kashmir Takhar, a single woman (Grantor), does hereby grant to the CITY OF TRACY, a municipal corporation, and its successors or assigns (Grantee), a perpetual, non-exclusive easement and right-of-way, subject to existing matters of record, for, and the right to use for PUBLIC UTILITY EASEMENT purposes, and those appurtenances and uses commonly associated therewith, through, in, on, over, above, under and across that certain portion of Grantor's real property situated in the City of Tracy, County of San Joaquin, State of California, in the location more particularly described on **Exhibit A** and illustrated on **Exhibit B**, attached hereto and made a part hereof by this reference. Without limitation, the easement rights granted herein include the following: (a) right to install, construct, reconstruct, repair, replace, operate and maintain any and all public utility facilities including but not limited to poles, wires and conduits for electrical, telephone, communication, television, gas, storm, sanitary, and water services within said easement and right-of-way which shall not interfere with Grantor's use of its property; (b) the right to enter upon, pass and re-pass over said easement and right-of-way; and (c) right to deposit tools, implements and material thereon.

The rights granted herein are for the benefit of Grantee, its officers, agents, employees, successors or assigns, or by any contractor, its agents or employees, engaged by said Grantee, whenever and wherever necessary for the purposes above set forth. Grantor shall not plant any trees or bushes within or erect, construct or install any fence, wall, irrigation or any other type of structure, improvement or private utilities over, across or upon said easement and right-of-way without first obtaining written permission from Grantee, which shall not be unreasonably withheld. Grantor shall keep the easement area clear from any obstacles that will make the area un-accessible. The conveyance of said easement and right-of-way is made

for the benefit of all parties who have or may acquire any right, title, or interest in any part of the above-described real property. This conveyance is binding on the Grantor, its heirs, assigns or successors in interest.

Signed this 26 day of March, 2025.

Grantor Name: Kashmir Takhar

Grantor Signatures:

[Handwritten Signature]
Signature

Title

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California, County of Santa Clara
On 03-26-2025 before me, Upendra Patel Notary Public,
Personally appeared Kashmir Takhar

Who proved to me on the basis of satisfactory evidence to
Be the person(s) whose name(s) ~~is~~ are subscribed to the
Within instrument and acknowledged to me that he/she/they
Executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s)
or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California
That the forgoing paragraph is true and correct.

WITNESS my hand and official seal. [Handwritten Signature]
Signature of Notary Public _____

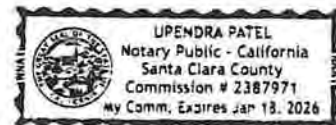


EXHIBIT A
LEGAL DESCRIPTION of
EASEMENT
AREA/RIGHT-OF-WAY

EXHIBIT "A"
LEGAL DESCRIPTION
10' PUBLIC UTILITY EASEMENT

ALL THAT CERTAIN PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JANUARY 19, 2022, AS INSTRUMENT NO. 2022-007839, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LANDS, ALSO BEING THE WESTERLY LINE OF LANDS DESCRIBED IN THAT GRANT DEED RECORDED JANUARY 24, 2003 AS INSTRUMENT NO. 2003-016519;

THENCE ALONG THE EASTERLY LINE OF SAID PARCEL, SOUTH 00° 26' 51" WEST, 60.50 FEET TO THE POINT OF **BEGINNING**;

THENCE ALONG LAST SAID LINE, SOUTH 00° 26' 51" WEST, 10.00 FEET;

THENCE LEAVING SAID EASTERLY LINE THE FOLLOWING THREE COURSES:

- 1) NORTH 88° 53' 38" WEST, 1755.39 FEET,
- 2) NORTH 86° 31' 10" WEST, 281.25 FEET TO A CURVE TO THE RIGHT, AND
- 3) ALONG SAID CURVE THE RIGHT, HAVING A RADIUS OF 760.00 FEET, THROUGH A CENTRAL ANGLE OF 20° 26' 53", FOR AN ARC LENGTH OF 271.23 FEET TO THE SOUTHERLY LINE OF PARCEL A AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD AUGUST 14, 2006 IN BOOK 24, AT PAGE 23.

THENCE ALONG LAST SAID LINE, SOUTH 88° 53' 38" EAST, 26.83 FEET;

THENCE LEAVING SAID EASTERLY LINE THE FOLLOWING THREE COURSES:

- 1) LEAVING LAST SAID LINE ALONG A CURVE TO THE LEFT, WITH A RADIAL BEARING OF SOUTH 22° 02' 20" WEST, HAVING A RADIUS OF 750.00 FEET, THROUGH A CENTRAL ANGLE OF 18° 33' 30", FOR AN ARC LENGTH OF 242.93 FEET
- 2) SOUTH 86° 31' 10" EAST, 281.05 FEET,
- 3) SOUTH 88° 53' 38" EAST, 1755.06 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 22,936± SQUARE FEET OR 0.5265± ACRES OF LAND.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

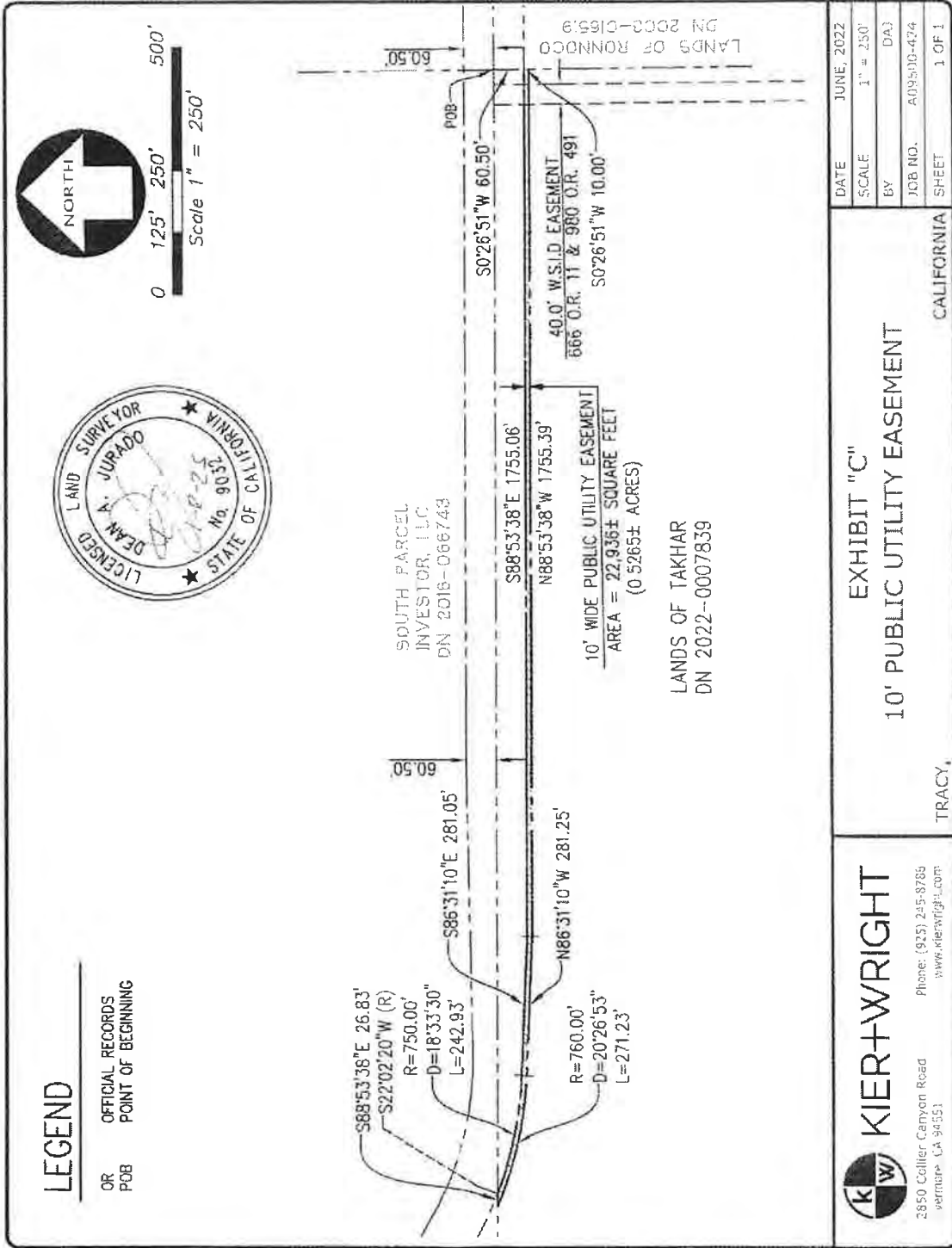


DEAN A. JURADO
L.S. 9032

1-12-25
DATE



EXHIBIT B
 DEPICTION OF
 EASEMENT
 AREA/RIGHT-OF-WAY



PREPARED BY, RECORDING REQUESTED
BY AND WHEN RECORDED RETURN TO:

City of Tracy
Attn: Adrienne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Space above for Recorder's use

APN: 209-250-36

Recording Fee: Exempt (Government Code Section 6103 (City shall not pay any fee for the filing of any document) and Section 27383 (No fee shall be charged by the recorder for services rendered any municipality except for making a copy))

Documentary Transfer Tax: Exempt (Revenue and Taxation Code Section 11922 (Any instrument to which any state or territory of political subdivision thereof is a party shall be exempt from any tax imposed when the exempt agency is acquiring title))

PUBLIC UTILITY EASEMENT AGREEMENT

This Public Utility Easement Agreement (this "Agreement") is executed as of _____, 2025, by and between RONNOCO PROPERTIES OF TRACY, L.P., a California limited partnership ("Grantor"), with an address located at: 1818 Helsinki Way, Livermore, CA 94550, and THE CITY OF TRACY, a municipal corporation (the "City"), with an address located at: 333 Civic Center Plaza Tracy, CA 95376.

Recitals

A. Grantor is the owner of that certain real property located in San Joaquin County, California, as more particularly described in Exhibit A attached hereto (the "Grantor Parcel").

B. Prologis is the developer of certain nearby real property located in the City of Tracy, San Joaquin County, California, commonly known as the Cordes Ranch Specific Plan Area and/or Prologis International Park of Commerce (collectively, the "Prologis Property").

C. Pursuant to certain conditions of approval or other City requirements related to the development of the Prologis Property, the City requires a public utility easement ("PUE") be acquired in connection with the development and conveyance certain right of way improvements and rights for the benefit of the City.

D. Prologis has requested from Grantor such PUE over, under and across the PUE Area for the purposes of the installation and operation of certain utilities approved by the City within the PUE Area. The PUE Area is described in Exhibit B attached hereto (the "PUE Area").

NOW, THEREFORE, in return for certain monetary consideration paid of even date herewith to Grantor, the receipt and sufficiency of which is hereby acknowledged, and the rights and agreements set forth herein, Grantor hereby agrees as follows:

ARTICLE 1

Grant of Easements

1.1 Permanent Easement. Grantor hereby grants and establishes for the benefit of the City, and its successors and assigns, and each of their employees, agents, contractors and consultants (collectively, the “Grantees”), that certain permanent, non-exclusive, public utility easement (collectively, the “PUE”) over, under and across the PUE Area for the purposes of the installation and operation of certain utilities approved by the City within the PUE Area. The PUE shall run with the Grantor Parcel, and shall inure to the benefit of the City, and shall be binding upon Grantor and the City, and their respective successors and assigns. The easement rights granted herein shall commence if and when the City accepts dedication or similar transfer of same to the City. City’s acceptance of the PUE shall be deemed City’s acceptance of the terms of this Agreement.

ARTICLE 2

Construction and Maintenance

2.1 Construction and Maintenance. This Agreement grants the City the right, but not the obligation, to construct or install, or to permit third parties to construct or install, utilities within the PUE Area, the Improvements and the Road. In the event the City or such third party (the “Electing Party”) elects to construct such utilities within the PUE Area pursuant to this Agreement, the Electing Party shall:

(i) Perform all such work in a good and workmanlike manner in accordance with sound engineering practice and in compliance with all applicable laws, ordinances, rules and regulations of all local, state and federal agencies and authorities having jurisdiction thereof;

(ii) Complete all such work free and clear of any mechanics’, construction or materialmens’ liens; and

(iii) Repair and replace any damage to the Grantor Parcel, or any improvements thereon, caused by its exercise of any of the easement rights granted herein.

ARTICLE 3

Perpetual Term

The PUE, covenants, and obligations set forth in this Agreement shall continue in full force and effect in perpetuity from the date of recordation hereof.

ARTICLE 4

Miscellaneous

4.1 Successors and Assigns. The PUE, covenants, and agreements contained herein are expressly for the benefit of Grantor and the City, and their successors and assigns and are intended to run appurtenant to the Grantor Parcel, and in gross to the City and Prologis, and without further action shall bind and inure to the benefit of the heirs, assigns, assignees, transferees, and successors thereto and thereof.

4.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

4.3 Severability. The invalidity or unenforceability of any provision of this Agreement with respect to a particular party or set of circumstances shall not in any way affect the validity or enforceability of

any other provision hereof, or the same provision when applied to another party or a different set of circumstances.

4.4 No Interference. Grantor shall not construct any building, structure or other above- or below-ground obstruction in the PUE Area which may unreasonably interfere with City's easement rights herein. Subject to the foregoing, Grantor reserves the right to use the Grantor Parcel for any use not inconsistent with the City's rights granted herein.

4.5 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which shall together constitute one and the same instrument.

[Signature page to follow]

[Signature Page to PUE]

Grantor:

RONNOCO PROPERTIES OF TRACY, L.P.,
a California limited partnership

By:


Name: Seamus O'Connor

Title: Partner

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA)
) §
County of Alameda)

On March 14, 2025, before me, Tammy Kwan

a Notary Public, personally appeared Seamus O'Connor

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Handwritten Signature]
Signature of Notary



(Affix seal here)

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. _____, dated _____, _____, and the grantee consents to the recordation thereof.

DATED: _____

By: _____

City of Tracy

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

Exhibit A
Grantor Parcel

The Land referred to herein below is situated in an Unincorporated Area of the County of San Joaquin, State of California, and is described as follows:

A PORTION OF THE SOUTH 1/2 OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE UPPER MAIN CANAL OF THE WEST SIDE IRRIGATION DISTRICT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN GRANT DEED TO BRIAN J. O'CONNOR, ET AL RECORDED FEBRUARY 19, 1999 RECORDER'S INSTRUMENT NO. 99024031, SAN JOAQUIN COUNTY RECORDS, SAID POINT OF BEGINNING BEING ON THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 25;

THENCE ALONG THE SOUTHERLY PROLONGATION OF THE WEST LINE OF SAID O'CONNOR PARCEL, SOUTH 00° 02' 00" EAST A DISTANCE OF 1539.23 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF THE UPPER MAIN CANAL OF THE WEST SIDE IRRIGATION DISTRICT;

THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE ON THE FOLLOWING TWO COURSES:

[1] SOUTH 55° 00' 00" EAST A DISTANCE OF 514.61 FEET; THENCE

[2] SOUTH 43° 46' 00" EAST A DISTANCE OF 106.90 FEET TO THE MOST WESTERLY CORNER OF A 1.55 ACRE PARCEL DESIGNATED AS PARCEL 3 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FEBRUARY 27, 1989 IN BOOK OF PARCEL MAPS, BOOK 16, PAGE 62, SAN JOAQUIN COUNTY RECORDS;

THENCE ALONG THE NORTHERLY LINE OF SAID 1.55 ACRE PARCEL 3 ON THE FOLLOWING THREE COURSES:

[1] NORTH 34° 00' 23" EAST A DISTANCE OF 49.19 FEET; THENCE

[2] SOUTH 87° 28' 37" EAST A DISTANCE OF 199.49 FEET; THENCE

[3] NORTH 79° 38' 00" EAST A DISTANCE OF 26.90 FEET TO THE SOUTHWESTERLY CORNER OF A 5.33 ACRE PARCEL DESIGNATED AS PARCEL A AS SHOWN ON THAT CERTAIN PARCEL MAP FILED JULY 27, 1978 IN BOOK OF PARCEL MAPS, BOOK 6, PAGE 90, SAN JOAQUIN COUNTY RECORDS;

THENCE ALONG THE WESTERLY LINE OF SAID 5.33 ACRE PARCEL A ON THE FOLLOWING THREE COURSES:

[1] NORTH 10° 22' 00" WEST A DISTANCE OF 45.00 FEET; THENCE

[2] NORTH 79° 38' 00" EAST A DISTANCE OF 19.26 FEET; THENCE

[3] NORTH 00° 02' 00" WEST A DISTANCE OF 753.57 FEET TO THE NORTHWEST CORNER OF SAID 5.33 ACRE PARCEL A;

THENCE ALONG THE NORTH LINE OF SAID 5.33 ACRE PARCEL A SOUTH 89° 58' 00" EAST A DISTANCE OF 300.00 FEET TO THE NORTHEAST CORNER OF SAID 5.33 ACRE PARCEL A; THENCE ALONG THE EAST LINE OF SAID 5.33 ACRE PARCEL A SOUTH 00° 02' 00" WEST A DISTANCE OF 721.47 FEET TO THE CENTER LINE OF A 45.00 FOOT WIDE PRIVATE ROAD RIGHT OF WAY AS SHOWN ON SAID PARCEL MAP FILED IN BOOK OF PARCEL MAPS, BOOK 16, PAGE 62, SAN JOAQUIN COUNTY RECORDS. SAID POINT BEARS NORTH 00° 02' 00" EAST A DISTANCE OF 22.88 FEET FROM THE SOUTHEAST CORNER OF SAID 5.33 ACRE PARCEL A; THENCE ALONG SAID CENTER LINE NORTH 79° 38' 00" EAST A DISTANCE OF 362.60 FEET TO AN ANGLE POINT;

THENCE CONTINUING ALONG SAID CENTER LINE NORTH 71° 20' 02" EAST A DISTANCE OF 206.78 FEET TO THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF A 1.05 ACRE PARCEL DESIGNATED AS PARCEL A AS SHOWN ON THAT CERTAIN PARCEL MAP FILED AUGUST 19, 1985 IN BOOK OF PARCEL MAPS, BOOK 13, PAGE 161, SAN JOAQUIN COUNTY RECORDS;

THENCE ALONG SAID NORTHWESTERLY PROLONGATION SOUTH 44° 47' 36" EAST A DISTANCE OF 24.88 FEET TO THE MOST NORTHWESTERLY CORNER OF SAID 1.05 ACRE PARCEL A; SAID MOST NORTHWESTERLY CORNER BEING ON THE SOUTHEASTERLY LINE OF SAID 45.00 FOOT WIDE PRIVATE RIGHT OF WAY;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID 1.05 ACRE PARCEL A BEING ALSO THE SAID SOUTHEASTERLY RIGHT OF WAY LINE ON THE FOLLOWING TWO COURSES:

[1] NORTH 70° 27' 00" EAST A DISTANCE OF 170.70 FEET; THENCE

[2] NORTH 31° 02' 00" EAST A DISTANCE OF 105.00 FEET TO THE MOST NORTHERLY CORNER OF SAID 1.05 ACRE PARCEL A;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE ON THE FOLLOWING TWO COURSES:

[1] NORTH 31° 02' 00" EAST A DISTANCE OF 85.00 FEET; THENCE

[2] NORTH 20° 39' 00" EAST A DISTANCE OF 93.02 FEET TO THE MOST SOUTHERLY CORNER OF THAT CERTAIN 1.69 ACRE PARCEL DESIGNATED AS PARCEL 1 AS SHOWN ON SAID PARCEL MAP, BOOK 16, PAGE 62, SAN JOAQUIN COUNTY RECORDS;

THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 1, NORTH 69° 21' 00" WEST A DISTANCE OF 209.68 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL 1;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1, NORTH 00° 02' 00" WEST A DISTANCE OF 300.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 1;

THENCE ALONG THE NORTH LINE OF SAID PARCEL 1, NORTH 89° 58' 00" EAST A DISTANCE OF 210.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 1, SAID NORTHEAST CORNER ALSO BEING ON THE EAST LINE OF A 42.09 ACRE PARCEL DESIGNATED AS PARCEL 2 OF SAID PARCEL MAP, BOOK 16, PAGE 62, SAN JOAQUIN COUNTY RECORDS;

THENCE ALONG THE EAST LINE OF SAID PARCEL 2, NORTH 00° 02' 00" WEST A DISTANCE OF 982.72 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 2, SAID NORTHEAST CORNER ALSO BEING ON THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 25;

THENCE ALONG SAID SOUTH LINE OF THE NORTH 1/2 OF SECTION 25, ALSO BEING THE NORTH LINE OF SAID 42.09 ACRE PARCEL 2 AND THE NORTH LINE OF A 34.63 ACRE PARCEL DESIGNATED AS PARCEL 4 OF SAID PARCEL MAP, BOOK 16, PAGE 62, SAN JOAQUIN COUNTY RECORDS, NORTH 89° 22' 30" WEST A DISTANCE OF 1935.17 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"
LEGAL DESCRIPTION
10.00' PUBLIC UTILITY EASEMENT

ALL THAT CERTAIN PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JANUARY 24, 2003, AS DOCUMENT NO. 2003-016519, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LANDS, ALSO BEING THE WESTERLY LINE OF LANDS DESCRIBED IN THAT CERTAIN TRUST TRANSFER OF DEED RECORDED SEPTEMBER 30, 2021, AS DOCUMENT NO. 2021-164744, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

THENCE ALONG THE EASTERLY LINE OF SAID PARCEL (2003-016519 OR), SOUTH 00° 26' 51" WEST, 60.50 FEET, TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL, SOUTH 00° 26' 51" WEST, 10.00 FEET;

THENCE LEAVING THE SAID EASTERLY LINE, NORTH 88° 53' 38" WEST, 1935.17 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL (2003-016519 OR);


THENCE ALONG SAID WESTERLY LINE, NORTH 0° 26' 51" EAST, 10.00 FEET;

THENCE LEAVING SAID LINE, SOUTH 88° 53' 38" EAST, 1935.17 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 19,352 SQUARE FEET OR 0.4443 ACRES OF LAND, MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

DESCRIPTION PREPARED BY KIER & WRIGHT CIVIL ENGINEERS AND SURVEYORS, INC.


GARY K. LAMB, PLS 6627

02-12-25
DATE



LEGEND

- AC ACRES
- D.N. DOCUMENT NUMBER
- OR OFFICIAL RECORDS
- PM PARCEL MAP
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- ROW RIGHT OF WAY
- SF SQUARE FEET



SOUTH PARCEL
INVESTOR, LLC
DN 2016-066743

60.50' ROW DED

LANDS OF RONNOCCO
D.N. 2001-213496

S88°53'38"E 1935.17'

N88°53'38"W 1935.17'

LANDS OF RONNOCCO
D.N. 2003-016519

PUBLIC UTILITY EASEMENT
19,352± SF 0.4443± AC.

LANDS OF TAKHAR
DN 2022-007839

60.50' ROW DED

N0°26'51"E 10.00'

S0°26'51"W 60.50'

S0°26'51"W 10.00'

LANDS OF GARCIA TR.
D.N. 2021-164744

POC

POB



250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B" 10' PUBLIC UTILITY EASEMENT

TRACY,

CALIFORNIA

DATE	JAN., 2025
SCALE	1" = 250'
BY	GKL
JOB NO.	A09500-424
SHEET	1 OF 1

PREPARED BY, RECORDING REQUESTED
BY AND WHEN RECORDED RETURN TO:

City of Tracy
Attn: Adrienne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: Portion 209-250-130

Recording Fee: Exempt (Government Code Section 6103 (City shall not pay any fee for the filing of any document) and Section 27383 (No fee shall be charged by the recorder for services rendered any municipality except for making a copy))

Documentary Transfer Tax: Exempt (Revenue and Taxation Code Section 11922 (Any instrument to which any state or territory of political subdivision thereof is a party shall be exempt from any tax imposed when the exempt agency is acquiring title))

PUBLIC UTILITY EASEMENT AGREEMENT

This Public Utility Easement Agreement (this "Agreement") is executed as of _____, 2024, by and between PRIMITIVO GARCIA-RODRIGUEZ AND SOFIA GARCIA, TRUSTEES OF THE GARCIA REVOCABLE TRUST DATED DECEMBER 20, 2013 ("Grantor"), with an address located at: 24923 S. Lammers Road, Tracy, CA 95377 and THE CITY OF TRACY, CALIFORNIA, a municipal corporation (the "City"), with an address located at: 333 Civic Center Plaza Tracy, CA 95376.

Recitals

A. Grantor is the owner of that certain real property located in San Joaquin County, California, as more particularly described in Exhibit A attached hereto (the "Grantor Parcel").

B. Prologis is the developer of certain nearby real property located in the City of Tracy, San Joaquin County, California, commonly known as the Cordes Ranch Specific Plan Area and/or Prologis International Park of Commerce (collectively, the "Prologis Property").

C. Pursuant to certain conditions of approval or other City requirements related to the development of the Prologis Property, the City requires a public utility easement ("PUE") be acquired in connection with the development and conveyance certain right of way improvements and rights for the benefit of the City.

D. Prologis has requested from Grantor such PUE over, under and across the PUE Area for the purposes of the installation and operation of certain utilities approved by the City within the PUE Area. The PUE Area is described in Exhibit B attached hereto (the "PUE Area").

NOW, THEREFORE, in return for certain monetary consideration paid of even date herewith to Grantor, the receipt and sufficiency of which is hereby acknowledged, and the rights and agreements set forth herein, Grantor hereby agrees as follows:

ARTICLE 1

Grant of Easements

1.1 Permanent Easement. Grantor hereby grants and establishes for the benefit of the City, and its successors and assigns, and each of their employees, agents, contractors and consultants (collectively, the “Grantees”), that certain permanent, non-exclusive, public utility easement (collectively, the “PUE”) over, under and across the PUE Area for the purposes of the installation and operation of certain utilities approved by the City within the PUE Area. The PUE shall run with the Grantor Parcel, and shall inure to the benefit of the City, and shall be binding upon Grantor and the City, and their respective successors and assigns. The easement rights granted herein shall commence if and when the City accepts dedication or similar transfer of same to the City. City’s acceptance of the PUE shall be deemed City’s acceptance of the terms of this Agreement.

ARTICLE 2

Construction and Maintenance

2.1 Construction and Maintenance. This Agreement grants the City the right, but not the obligation, to construct or install, or to permit third parties to construct or install, utilities within the PUE Area. the Improvements and the Road. In the event the City or such third party (the “Electing Party”) elects to construct such utilities within the PUE Area pursuant to this Agreement, the Electing Party shall:

- (i) Perform all such work in a good and workmanlike manner in accordance with sound engineering practice and in compliance with all applicable laws, ordinances, rules and regulations of all local, state and federal agencies and authorities having jurisdiction thereof;
- (ii) Complete all such work free and clear of any mechanics’, construction or materialmens’ liens;
and
- (iii) Repair and replace any damage to the Grantor Parcel, or any improvements thereon, caused by its exercise of any of the easement rights granted herein.

ARTICLE 3

Perpetual Term

The PUE, covenants, and obligations set forth in this Agreement shall continue in full force and effect in perpetuity from the date of recordation hereof.

ARTICLE 4

Miscellaneous

4.1 Successors and Assigns. The PUE, covenants, and agreements contained herein are expressly for the benefit of Grantor and the City, and their successors and assigns and are intended to run appurtenant to the Granter Parcel, and in gross to the City and Prologis, and without further action shall bind and inure to the benefit of the heirs, assigns, assignees, transferees, and successors thereto and thereof.

4.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

4.3 Severability. The invalidity or unenforceability of any provision of this Agreement with respect to a particular party or set of circumstances shall not in any way affect the validity or enforceability of any other provision hereof, or the same provision when applied to another party or a different set of circumstances.

4.4 No Interference. Grantor shall not construct any building, structure or other above- or below-ground obstruction in the PUE Area which may interfere with City's easement rights herein. Subject to the foregoing, Grantor reserves the right to use the Grantor Parcel for any use not inconsistent with the City's rights granted herein.

4.5 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which shall together constitute one and the same instrument.

[Signature page to follow]

Grantor Signatures:

A handwritten signature in blue ink, appearing to read "Primitivo Garcia Rodriguez".

Primitivo Garcia Rodriguez, as Co-Trustee of the Garcia Revocable Trust dated December 20, 2013

A handwritten signature in blue ink, appearing to read "Sofia Garcia".

Sofia Garcia, as Co-Trustee of the Garcia Revocable Trust dated December 20, 2013

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA)
County of _____) §

SEE ATTACHED CERTIFICATE

SMO

On _____, before me, _____

a Notary Public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA)
) §
County of _____)

SEE ATTACHED CERTIFICATE *SMP*

On _____, before me, _____

a Notary Public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Alameda }

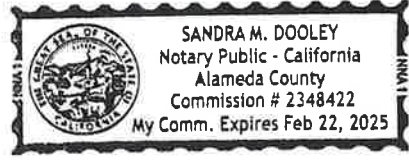
On OCT 10 2024 before me, Sandra M. Dooley, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Primitivo Garcia Rodriguez and Sofia Garcia
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Public Utility Easement Agreement
Document Date: N/A Number of Pages: N/A
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
[] Corporate Officer - Title(s):
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer is Representing:

CERTIFICATION

This is to certify that the interest in real property offered herein to the City of Tracy is hereby accepted pursuant to the authority conferred by Tracy City Council Resolution No. _____, dated _____, ____, and the grantee consents to the recordation thereof.

DATED: _____

By: _____

City of Tracy

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____
a Notary Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT A

Grantor Parcel Legal Description

PARCEL ONE:

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE SOUTH 0° 02' EAST ALONG THE EAST LINE OF SAID SECTION 25, A DISTANCE OF 222.93 FEET TO A POINT; THENCE SOUTH 74° 57' 50" WEST 62.12 FEET TO A POINT ON THE WEST LINE OF LAMMERS ROAD (A 60-FOOT ROAD) SAID POINT ALSO BEING THE MOST NORTHERLY CORNER OF THAT CERTAIN RIGHT-OF-WAY DESIGNATED AS PARCEL 3 IN A DEED TO DONALD F. MC GEEIN, A SINGLE MAN, RECORDED APRIL 04, 1968 IN VOL. 3199 OF OFFICIAL RECORDS, PAGE 601; THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 3 THE FOLLOWING 6 COURSES:

SOUTH 50° 29' WEST 178.50 FEET; THENCE SOUTH 46° 14' WEST 160.40 FEET; THENCE SOUTH 38° 17' WEST 116.27 FEET; THENCE SOUTH 16° 01' WEST 95.21 FEET; THENCE SOUTH 19° 51' WEST 211.39 FEET; THENCE SOUTH 29° 50' WEST 57.21 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE OF SAID PARCEL 3 NORTH 0° 02' WEST 900.38 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 SOUTH 89° 22' 30" EAST 512.50 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

A NON-EXCLUSIVE RIGHT OF WAY 45 FEET IN WIDTH FOR ROAD WAY PURPOSES OVER AND ACROSS A PORTION OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 25, THENCE SOUTH 0° 02' EAST ALONG THE EAST LINE OF SAID SECTION 25, A DISTANCE OF 222.93 FEET TO A POINT; THENCE SOUTH 74° 57' 50" WEST 62.12 FEET TO A POINT ON THE WEST LINE OF LAMMERS ROAD (A 60 FOOT ROAD) SAID POINT ALSO BEING THE MOST NORTHERLY CORNER OF THAT CERTAIN RIGHT-OF-WAY DESIGNATED AS PARCEL 3 IN DEED TO DONALD F. MC GEEIN, A SINGLE MAN, RECORDED APRIL 04, 1968 IN VOL. 3199 OF OFFICIAL RECORDS, PAGE 601, SAN JOAQUIN COUNTY RECORDS, SAID NORTHERLY CORNER ALSO BEING THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED RIGHT OF WAY; THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 3, THE FOLLOWING 6 COURSES:

SOUTH 50° 29' WEST 178.50 FEET THENCE SOUTH 46° 14' WEST 160.40 FEET; THENCE SOUTH 38° 17' WEST 116.27 FEET; THENCE SOUTH 16° 01' WEST 95.21 FEET; THENCE SOUTH 19° 51' WEST 211.39 FEET; THENCE SOUTH 29° 50' WEST 57.21 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE SOUTH 0° 02' EAST 90.36 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID PARCEL 3; THENCE ALONG SAID SOUTHEASTERLY LINE THE FOLLOWING 6 COURSES:
NORTH 29° 50' EAST 139.50; THENCE NORTH 19° 51' EAST 216.83 FEET; THENCE NORTH 16° 01' EAST 87.86 FEET; THENCE NORTH 38° 17' EAST 104.28 FEET; THENCE NORTH 46° 14' EAST 155.60 FEET; THENCE NORTH 50° 29' EAST 139.76 FEET TO A POINT ON THE WEST LINE OF LAMMERS ROAD; THENCE NORTH 0° 02' WEST ALONG THE WEST LINE OF LAMMERS ROAD 58.30 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL THREE:

A PORTION OF THE SOUTHEAST 1/4 OF SECTION TWENTY-FIVE (25), TOWNSHIP TWO (2) SOUTH, RANGE FOUR (4) EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE NORTH 89° 22' 30" WEST, ALONG THE NORTH LINE OF SAID SOUTH-EAST 1/4 , A DISTANCE OF 512.50 FEET TO THE NORTHEAST CORNER OF PROPERTY AS DESCRIBED IN DEED TO WILLIAM C. POOLE, ET UX, RECORDED FEBRUARY 11, 1974 IN BOOK 3842, PAGE 502, SAN JOAQUIN COUNTY RECORDS, AND THE TRUE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE SOUTH 0° 02' EAST, A DISTANCE OF 900.38 FEET; THENCE SOUTH 29° 50' WEST, A DISTANCE OF 194.97 FEET; THENCE SOUTH 20° 39' WEST, A DISTANCE OF 129.99 FEET; THENCE NORTH 0° 02' WEST, A DISTANCE OF 1192.67 FEET TO THE NORTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 25; THENCE SOUTH 89° 22' 30" EAST, A DISTANCE OF 143.00 FEET TO THE POINT OF BEGINNING.
SAID PROPERTY BEING SHOWN AS THAT 3.389 ACRE "ADDITION" ON RECORD OF SURVEY FILED FOR RECORD MAY 29, 1974 IN BOOK 25 OF SURVEYS, PAGE 167, SAN JOAQUIN COUNTY RECORDS

APN: 209-250-130

EXHIBIT B

PUE Area

[Begins on Following Page]

**LEGAL DESCRIPTION
10.00' PUBLIC UTILITY EASEMENT**

ALL THAT CERTAIN PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE TRUST TRANSFER DEED RECORDED ON SEPTEMBER 30, 2021, AS DOCUMENT NO. 2021-164744, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID LANDS, ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF LAMMERS ROAD (WIDTH VARIES);

TENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 00° 26' 20" WEST, 122.63 FEET;

TENCE LEAVING LAST SAID LINE, NORTH 44° 14' 24" WEST, 74.16 FEET TO THE **POINT OF BEGINNING**;

TENCE NORTH 88° 53' 38" WEST, 543.09 FEET, TO A POINT ON THE WESTERLY LINE OF SAID PARCEL (2021-164744 OR), ALSO BEING THE EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED RECORDED ON JANUARY 24, 2003, AS INSTRUMENT NO. 2003-016519;

TENCE ALONG SAID EASTERLY LINE, NORTH 0° 26' 51" EAST, 10.00 FEET;


TENCE LEAVING SAID LINE, SOUTH 88° 53' 38" EAST, 533.08 FEET;

TENCE SOUTH 44° 14' 24" EAST, 14.23 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 5,381 SQUARE FEET OR 0.1235 ACRES OF LAND, MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

DESCRIPTION PREPARED BY KIER & WRIGHT CIVIL ENGINEERS AND SURVEYORS, INC.



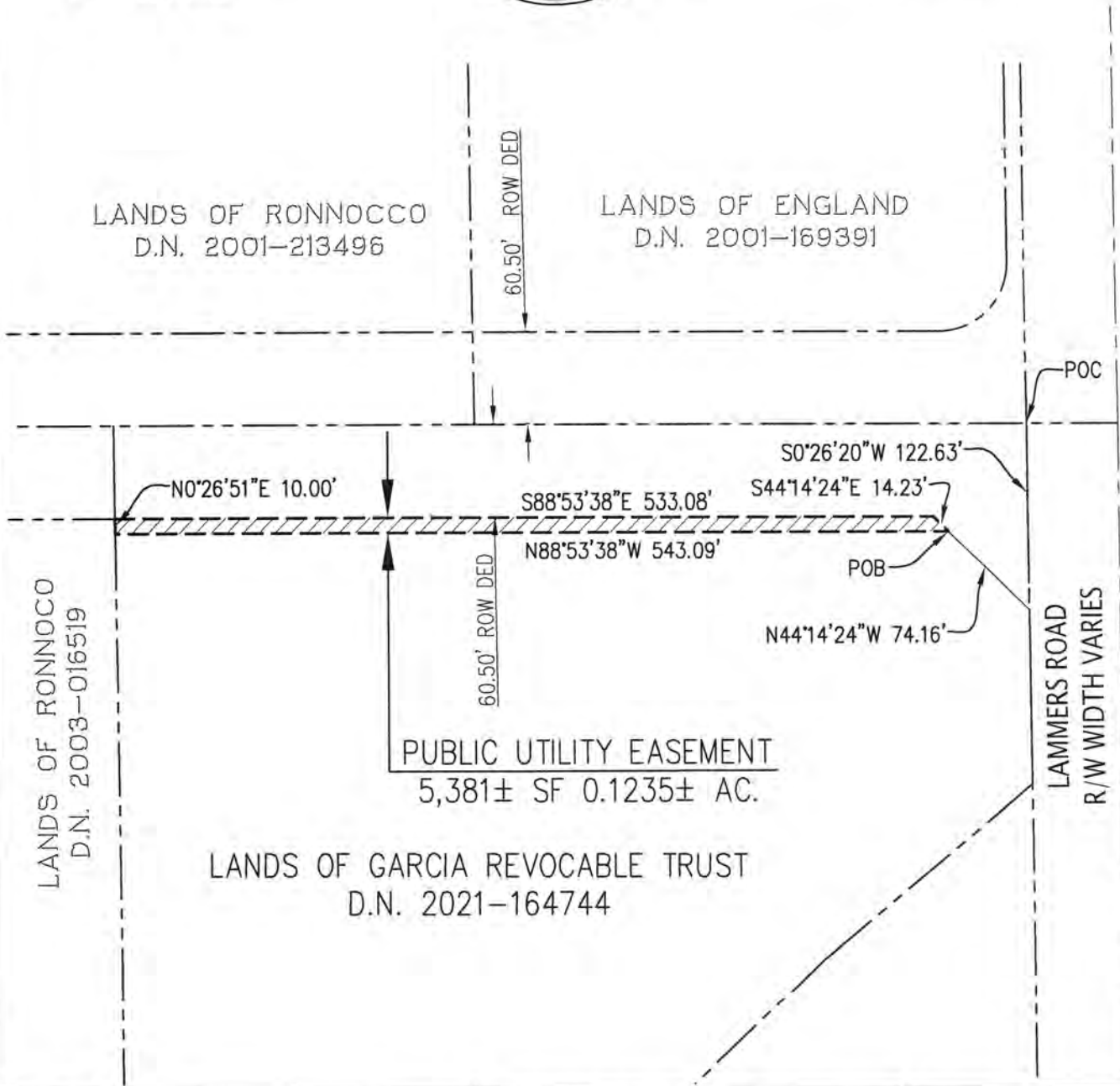
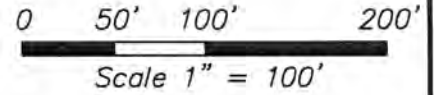
GARY K. LAMB, PLS 6627

03-14-25
DATE



LEGEND

- AC ACRES
- D.N. DOCUMENT NUMBER
- OR OFFICIAL RECORDS
- PM PARCEL MAP
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- ROW RIGHT OF WAY
- SF SQUARE FEET



KIER+WRIGHT

250 Cherry Lane, Suite 107, 208
Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B" PUBLIC UTILITY EASEMENT

TRACY,

CALIFORNIA

DATE	MARCH, 2025
SCALE	1" = 100'
BY	GKL
JOB NO.	A09500-424
SHEET	1 OF 1

Agenda Item 3.A

RECOMMENDATION

Staff recommends that the City Council takes the following actions: (1) by motion provide direction on the next phases, including detailed design, environmental review, and funding strategy refinement; and (2) adopt a Resolution: (A) approving implementation of an Aquatic Center Final Conceptual Plan, completed by Group 4 Architecture, Research + Planning, Inc., and (B) authorizing Group 4 Architecture, Research + Planning, Inc. (Consultant) and staff to proceed with Phase 2 of the Professional Services Agreement between the City and Consultant approved pursuant to Resolution No. 2024-160 for services related to Capital Improvement Project 78054, and (C) authorizing the City Manager, or designee, to take all necessary actions to advance the project for further consideration in accordance with City policies and procedures.

EXECUTIVE SUMMARY

This agenda item seeks, by motion, direction on the design and approval, by resolution, of an Aquatic Center Final Conceptual Plan and authorization to proceed to Phase 2 of design and engineering as part of Capital Improvement Project 78054. The conceptual plan, developed with extensive community input, proposes a flexible phased approach balancing competitive, recreational, and instructional aquatic needs while ensuring financial sustainability.

The City Council requested that project budget options be developed for discussion on the Project which include: a \$55 million project option, a \$65 million project budget option, and a menu of other optional project enhancements/amenities for Council consideration based on community priorities which are included within the report.

BACKGROUND AND LEGISLATIVE HISTORY

On April 30, 2024, Council authorized staff to plan the Aquatic Center (i.e. hiring an architectural and engineering team) based on the program elements of the 2020 Aquatic Center Conceptual Plan, which was previously rescinded by court order, and return to City Council with a concept for further discussion.

The rescinded 2020 Conceptual Plan included elements that that were developed through an extensive public outreach process (Aquatic Center Program Priorities) and have been used as a base program moving forward. Elements include the following (in priority order):

1. 50-meter-long course competition pool
2. Recreation/warm-up pool
3. Lazy River
4. Waterslides
5. Toddler Area
6. Indoor Pool (Optional)
7. Fitness Center (Optional)

Based on the direction received from the City Council on April 30, 2024, staff proceeded with the procurement of an architect/engineering firm to lead the design of the Project.

Staff negotiated a Professional Services Agreement with Group 4 Architecture, Research + Planning, Inc. (Consultant), with a not-to-exceed amount of \$5,665,261 for the \$65 million Project. The scope of work for this Project involves two (2) phases. Phase 1 includes pre-design services, site feasibility and design alternatives, conceptual design and financial analysis, a preliminary traffic study, community outreach and City Council direction. Phase 2 includes schematic design, design development, environmental reviews, construction documents, bidding and construction administration, and project closeout and post-construction services.

On September 17, 2024, Council approved the PSA per Resolution 2024-160. Staff was directed to proceed to Phase 1 of the PSA with the Consultant which included the following tasks: pre-design project kick-off and site tour, site feasibility and design alternatives, conceptual design and financial analysis, a preliminary traffic study, and community outreach. However, staff was directed in the resolution to return to Council after Phase 1 of the Consultant's work was completed and may only proceed to Phase 2 of the scope of work set forth in the PSA upon formal authorization by the City Council. Council also requested that project budget options be developed for discussion on the project which include: a \$55 million project option, a \$65 million project budget option, and other optional project enhancements/amenities for Council consideration based on community priorities.

ANALYSIS

The design process for the Aquatic Center has been progressing steadily and productively over the past five months. Throughout this period, the Consultant, in collaboration with City staff, has diligently worked on completing the tasks outlined in Phase 1 of the Agreement. The objective has been to gather comprehensive data and create design options to enable City Council to make informed decisions regarding the next steps in the development of the new Aquatic Center.

Project Overview

The Aquatic Center has been shaped by years of community engagement, stakeholder consultations, and a thorough review of best practices from other municipal aquatic facilities. The conceptual design options prioritize flexibility, ensuring the facility meets the diverse needs of the Tracy community while maintaining a park-like setting with resort-style amenities.

The aquatic program components have been carefully selected and refined through input from the City Council (both in 2020 and confirmed in April 2024), industry experts, and project consultants. The final conceptual plan incorporates priority elements, including a 50-meter competition pool, a recreation/warm-up pool, a lazy river, waterslides, and a toddler area, with an optional consideration for an indoor pool. A 21,000 square foot building supports the core functions of the facility. All the input received aligns with previous community outreach for an aquatic center going back to 2008.

Currently, the City operates only one seasonal public pool (Joe Wilson Pool), which cannot meet growing demand. Other existing aquatic facilities in Tracy are largely restricted to school districts, HOAs, or private fitness centers. Community outreach and operational analysis confirm a demonstrated need for a public, multi-use aquatic center.

Community Outreach & Public Feedback

Between January 13 – February 16, 2025, 1,623 community members participated in outreach efforts, including surveys, kiosks, and public workshops. The results align with past engagement efforts (2008, 2020), confirming consistent public demand for aquatic amenities.

- 73% preferred an indoor pool option for year-round accessibility.
- Top preferred amenities:
 1. Lazy River
 2. Waterslides
 3. Toddler Area
 4. Community Room
- Preferred architectural themes:
 1. Flowing Water
 2. Altamont Hills
 3. Agricultural Roots
 4. Railway Connection

The input received from this community outreach process has been incorporated into the conceptual design options and will continue to inform the design as the project moves forward. More detailed results from the community outreach efforts are provided in Attachment D.

Key Project Features

The final conceptual plan includes a 21,000 sq. ft. core building and the following aquatic and non-aquatic amenities:

Aquatic Components:

- 50-Meter Competition Pool (7-13 ft. deep, supports swim meets, diving, water polo).
- Recreation Pool (multi-purpose for lessons, family swim, warm-ups) including an option for an indoor pool enclosure (natatorium).
- Lazy River & Waterslides (high-capacity family attractions).
- Toddler Area (shallow water play space for young children).

Indoor & Site Amenities:

- Reception area, locker rooms, restrooms, lifeguard and first aid spaces.
- Multi-purpose community room and rentable training/party rooms.
- Shaded seating areas, cabanas, food truck space, pathways, parking, and multi-use lawn areas.
- Sustainability Features: CalGREEN-compliant all-electric building design, water-efficient landscaping, solar-ready infrastructure.

Phasing & Cost Options

Council may consider the following implementation options:

Option	Total Project Cost Estimate	Key Inclusions
Base Project	\$55M*-\$65M	Competition pool, outdoor recreation pool, core support building, parking, pathways, basic amenities. <i>*\$55M option includes value engineering to spectator/user experience at competition pool and various reductions to site improvements and building</i>
Optional Enhancements	\$70M-85M	Adds lazy river, waterslides, toddler area, expanded seating.
Full Buildout – Outdoor Recreation Pool	\$85M	Base project plus all optional enhancements
Full Buildout – Indoor Recreation	\$98M	Base project plus all optional enhancements and recreation pool is enclosed indoors

Note: Cost Estimates include hard cost, soft costs, escalation and contingencies.

The conceptual plan provides a phased implementation approach, offering flexibility to match funding availability with the project scope. It also allows for future expansion while ensuring long-term sustainability.

For the two Final Conceptual Plans of each full buildout option, including a Design Narrative, see Attachments A, B and C.

Operational Considerations

The successful operation of the Aquatic Center requires a structured approach to staffing, scheduling, cost recovery, and maintenance to ensure financial sustainability and accessibility.

Staffing & Facility Operations

- Base Project: Requires ~20-25 seasonal and full-time staff.
- With Indoor Pool: Increases to ~30-35 staff due to year-round operation.
- With Lazy River & Waterslides: Expands to ~35-40 staff for added supervision.
- Staffing Focus: Lifeguards, instructors, facility management, maintenance, and programming personnel.

Revenue Sources & Cost Recovery Strategies to improve financial sustainability, revenue will be generated through:

- Admissions & Memberships: Tiered pricing for residents vs. non-residents, and peak vs. off-peak use.
- Swim Lessons & Programs: Offering a range of instructional classes and fitness programming.
- Facility Rentals & Special Events: Hosting regional swim meets, private parties, and corporate events.
- Sponsorships: Partnering with businesses to secure long-term funding.
- Energy Efficiency Savings: Reducing operational costs through sustainable design, including solar and water conservation measures.

Projected cost recovery is expected to increase over time as membership growth, sponsorships, and programming expand. An operational analysis is provided below for year 1 and year 5 of operations to show the anticipated cost recovery growth as the facility becomes more established within the community. The operational analysis is developed using base assumptions, e.g. factors considered to derive the economic analysis. These assumptions are not presumed to lock in the City Council to a particular model but merely to provide a snapshot of what operational costs could look like. It is important to note that assumptions like general admission price for lap or rec swim are not recommendations, nor is the City Council expected to adopt fees at this juncture. At a future date the Council will be presented with options for general admission for lap and rec swim, as well as other use fees all of which may affect the cost recovery analysis below.

Operational Analysis – Year 1				
	Base Project Competition Pool and Outdoor Rec Pool	Base Project Competition Pool, Outdoor Rec Pool and Party Rooms	Full Buildout Outdoor Rec Pool	Full Buildout Indoor Rec Pool
Attendance	71,273	71,273	110,649	121,999
Expense Budget	\$2,317,130	\$2,334,310	\$2,856,246	\$3,290,178
Revenue	\$407,720	\$422,720	\$805,115	\$927,017

Budget				
Cashflow	(\$1,909,410)	(\$1,911,590)	(\$2,051,131)	(\$2,363,161)
Cost Recovery	17.60%	18.11%	28.19%	28.18%
Operational Analysis – Year 5				
	Base Project Competition Pool and Outdoor Rec Pool	Base Project Competition Pool, Outdoor Rec Pool and Party Rooms	Full Buildout Outdoor Rec Pool	Full Buildout Indoor Rec Pool
Attendance	88,450	88,450	137,315	151,401
Expense Budget	\$2,664,699	\$2,713,091	\$3,313,317	\$3,812,339
Revenue Budget	\$505,981	\$544,596	\$1,049,148	\$1,200,428
Cashflow	(\$2,158,718)	(\$2,168,496)	(\$2,264,169)	(\$2,656,953)
Cost Recovery	18.99%	20.07%	31.66%	31.49%

Assumptions:

- *General admission price of \$4-6 for lap swim and \$10-15 for rec swim on Base Project with modest increase for Full Buildout scenarios.*
- *Expenses escalated at 3% annually.*
- *Moderate price increases every 2 years for admission, memberships, and programs.*
- *Growth of number of programs and increased participation in program offerings.*

By leveraging cost-efficient staffing models, maximizing programming, and implementing energy-saving measures, the City can gradually reduce the facility’s financial reliance on the General Fund.

Given the expected operational deficit, staff recommends further analysis of cost recovery strategies, potential revenue enhancements, and subsidy requirements prior to finalizing the operating budget. This includes the cost of general admission. The goal is to continue working towards an operational model that supports affordability for users and is fiscally sustainable.

Alternative Operations Considered

A regional water park/private operator model was reviewed as an alternative but presents significant challenges, including:

- **Higher User Fees:** Private operators prioritize profitability, which may limit affordability and accessibility for Tracy residents.
- **Limited Community Control:** A privately operated facility may prioritize revenue-generating activities over community-focused programming.
- **Operational & Maintenance Risks:** Public-private partnerships often require long-term revenue guarantees that could pose financial risks to the City.

Given these factors, a municipally operated facility remains the most viable approach to ensuring affordable, year-round aquatic programming for the community.

Risk Assessment Considerations

As the project advances, staff has identified key risks and mitigation strategies to ensure successful delivery of the Aquatic Center. Risk areas include market conditions, contract delivery, equipment/material procurement, and entitlement and permitting. Proactive measures have been implemented, such as monitoring inflation trends, pre-qualifying contractors,

optimizing procurement timelines, and engaging City departments early in the permitting process. Long lead equipment and supply chain challenges are being addressed through strategic procurement, and the project timeline has been structured to account for these potential delays. These mitigation efforts will help minimize cost escalations and scheduling impacts, ensuring a smooth transition into the next phases of design and construction.

Next Steps & Overall Project Schedule

With Council approval, the project will move into Phase 2 of design including schematic design, design development, environmental reviews [including consideration of possible alternatives], construction documents, and ultimately construction.

Below is a summary of the tentative schedule for the project based on the \$55 million or \$65 million project cost options for the Aquatic Center. Project schedule subject to change based on scope.

Task	Timeline
Schematic Design	May 2025 – August 2025
Design Development & Environmental Reviews	August 2025 – December 2025
Construction Documentation	December 2025 – March 2026
Plan Check & Bidding	March 2026 – July 2026
Construction	24 months
Grand Opening	July 2028

FISCAL IMPACT

Staff was directed to proceed to Phase 1 of the PSA with the Consultant which included the following tasks: pre-design project kick-off and site tour, site feasibility and design alternatives, conceptual design and financial analysis, a preliminary traffic study, and community outreach. The Phase 1 fee was a not-to-exceed total cost of \$751,912.

This Project was previously approved by the City Council as CIP 78054 with an established budget of \$65,000,000, with \$55,000,000 from the City’s Measure V funds and \$10,000,000 from the Developer. The Consultant’s fee of \$5,665,261 for the \$65,000,000 option (which is approximately 9% of the total project budget and within industry standard for design services) is covered by the current available funding of \$55,000,000.

Should Council approve options above the base project, staff will need to return to Council to establish a funding plan.

Capital improvement and operational impacts have been described within the report and will vary based on City Council direction.

STRATEGIC PLAN

This agenda item supports the City of Tracy’s Quality of Life Strategic Priority, and specifically implements the following goals:

Goal 2: Facilitate the Completion of Measure V Amenities; Objective 2: Advance Measure V amenity planning; and Short-Term Priority 2.c Begin design of Aquatic Center.

COORDINATION

This report was prepared by the Parks, Recreation, and Community Services Department.

CEQA DETERMINATION

This item is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA regulations (14 California Code of Regulations §§ 15000, et seq.; "CEQA Guidelines") as the action is for design work of a Project that has not been designed and approved and therefore constitutes "feasibility or planning studies" and not subject to CEQA pursuant to CEQA Guidelines §15262. Appropriate CEQA review will be done prior to any future discretionary actions related to the Project that may have a foreseeable impact on the environment.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council takes the following actions: (1) by motion provide direction on the next phases, including detailed design, environmental review, and funding strategy refinement; and (2) adopt a Resolution approving: (A) implementation of an Aquatic Center Final Conceptual Plan, completed by Group 4 Architecture, Research + Planning, Inc., and (B) authorizing Group 4 Architecture, Research + Planning, Inc. (Consultant) to proceed with Phase 2 of the Professional Services Agreement between the City and Consultant approved pursuant to Resolution No. 2024-160 for services related to Capital Improvement Project 78054, and (C) authorizing the City Manager, or designee, to take all necessary actions to advance the project for further consideration in accordance with City policies and procedures.

Prepared by: Richard Joaquin, Assistant Director of Parks, Recreation and Community Services

Reviewed by: Brian MacDonald, Director of Parks, Recreation and Community Services

Sara Castro, Director of Finance
Andrew Shen, Interim City Attorney
Arturo Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

Attachments:

Attachment A – Final Conceptual Plan (Full Buildout – Outdoor Recreation Pool)
Attachment B – Final Conceptual Plan (Full Buildout – Indoor Recreation Pool)
Attachment C – Design Narrative
Attachment D – Community Outreach Summary
Attachment E – PowerPoint



ATTACHMENT A: AQUATIC CENTER CONCEPTUAL PLAN
FULL BUILDOUT - OUTDOOR RECREATION POOL



CORRAL HOLLOW

SUMMIT

MIDDLEFIELD

ATTACHMENT A: AQUATIC CENTER CONCEPTUAL PLAN
FULL BUILDOUT - OUTDOOR RECREATION POOL



ATTACHMENT B: AQUATIC CENTER CONCEPTUAL PLAN
FULL BUILDOUT - INDOOR RECREATION POOL



ATTACHMENT B: AQUATIC CENTER CONCEPTUAL PLAN
FULL BUILDOUT - INDOOR RECREATION POOL

MIDDLEFIELD

Attachment C

Design Narrative

Site Strategies

The design team's site strategy creates a unique and generous park setting for the Aquatic Center's resort-like pool environments, near the prominent corner of Corral Hollow and Summit. A curved promenade welcomes walkers and bikers from Summit to the center's entrance and onward to the future Ellis Village Center. Parking is located west of the aquatic center, with a convenient drop-off and arrival plaza. A small multi-use lawn area with seating, picnic tables, bocce, and an open lawn for volleyball and other recreational activities completes a continuous park setting from the Ellis Dog Park to the Aquatic Center and future Village Center. Strategic placement of buildings buffers winds inside the facility. A stormwater basin is located at the slightly lower portion of site to the northwest and serves as a buffer to neighboring homes. The site allows for future expansion – potentially for more park space, or more pools and additional parking – towards the north.

Site Concept

The entrance opens to an outdoor living room featuring a grove of palms, lounge furniture, communal dining tables, and flowering planting. This space forms the heart of the facility, with distinct pool environments surrounding it. Each area is designed for immersive, flexible use. The recreational pool features cabanas and umbrella-shaded chaises, as well as a play zone with a food truck plaza. The competition pool has a shade canopy to protect spectators from the afternoon sun as well as a lawn area for swim meet tent cities. Its scoreboard doubles as a movie screen, perfect for hosting summer movie nights. The toddler area and lazy river are surrounded by additional umbrella-shaded chaises, cabanas, and a second food truck plaza. A bridge with sloping walks leads to an island with cabanas within the lazy river. Lastly, a waterslide complex is located within view of Corral Hollow, providing a landmark expression for the Aquatic Center along its most public frontage.

Phasing/Implementation

The Aquatic Center's concept design incorporates all the pools and amenities prioritized by the City Council, as well as feedback provided through community engagement. Based on the prescribed budget, most of the center can be built at once, with the potential for the northernly enhancements such as the toddler area, lazy river, and/or waterslide complex to be a later phase. Additional opportunities for expansion within the City's site – potentially for more park space, or more pools, and additional parking – are available towards the north.

Design Approach

The design of civic facilities aims to create spaces that are not only iconic but also functional, sustainable and adaptable to the needs of the community. The primary goals of this design approach include:

Iconic, Responsive Design: Civic facilities are designed to be visually striking, with a distinctive architectural presence that resonates with the community's identity. The design should respond to the local context and culture, integrating seamlessly with the surrounding environment while maintaining functionality, flexibility and a civic identity.

Maintainability: The choice of materials, building systems, and construction methods should prioritize durability, low maintenance requirements, and cost-effectiveness over time. Aquatic facilities create an extreme corrosive condition for materials and careful selection of water-, mold-, and corrosive-resistant materials is crucial. A focus on easy access for repair and regular upkeep is central to sustaining the facility's long-term performance.

Sustainability Goals: The design of the aquatic center incorporates energy-efficient systems, renewable materials, green technologies, and water conservation. Shading and daylight are important for both sustainability and occupant comfort. Other than the optional indoor pool, all buildings on site will be all-electric and will include the infrastructure for photovoltaics. Materials will be selected because of their recycled content, embodied carbon, or renewable properties. Water-conserving design strategies include drought-resistant plants, smart irrigation systems, and onsite rainwater treatment, retention, and groundwater recharge. Specific sustainable strategies will be studied in Phase 2 of design.

Accessibility and Inclusion Goals: The design must meet or exceed the requirements of the Americans with Disabilities Act (ADA) and California's Title 24 requirements. This includes providing barrier-free access such as ramps and zero-depth entries into all pools, accessible play structures in the toddler area, clear signage, and indoor and outdoor spaces that accommodate a wide range of abilities. Inclusive design fosters equality, ensuring all individuals can enjoy the new aquatic center.

Operational Flexibility: The facility is designed to accommodate a range of activities and functions throughout the day and over time. Each pool is designed to be used individually, together, or simultaneously by different users. Indoors, the multi-use spaces can support parties, lifeguard training, community rentals, and parent viewing space.

Ultimately, these goals contribute to creating civic spaces that are not only functional and sustainable but also enrich the community's experience and serve its needs for generations to come.

Design Concept – Flowing Water

Inspired by the fluid motion of water, the design concept for the aquatic center building captures the dynamic interplay of movement, light, and shadow. The building form echoes cascading water through a series of canopies and screens that provide both shade and a resort-like aesthetic. The perforated metal shade screens and natural wood-look trellises round out a carefully selected, beautiful, durable, and easily maintained palette of materials.



Tracy Aquatic Center

Phase 1: Community Engagement Summary

April 15, 2025



Think Inside the Triangle™

Table of Contents

1. Overview
2. Stakeholders
 - Interviews
 - Workshop 1 + 2
3. Community
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4. Parks, Recreation and Community Services Commission
 - Meetings 1 + 2
 - Community workshop



Overview – Input Collected

- Project Management Team Meetings (*biweekly*)
- Aquatics stakeholders (*interviews + 2 workshops*)
- Parks, Recreation, and Community Services Commission (*2 meetings*)
- City Council Briefings (*2 rounds*)
- Community Engagement (*1,623 participants*)
- Facility Tours and Manager Interviews (*2 rounds of tours*)
- City Staff Technical Meetings (*2 rounds*)
 - Recreation + Aquatics Staff
 - Economic Development Division
 - Planning Division
 - Building & Safety Division
 - Public Works Department
 - Fire Department
 - Police Department



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Stakeholders

Stakeholder interviews:

- ✓ 11/11-12/4

Stakeholder Advisory Committee:

- ✓ Meeting #1, 12/9
- ✓ Meeting #2, Week of 1/27





Aquatics Stakeholder Input

Who are the stakeholders?

- American Red Cross
- British Swim School
- Ellis residents
- Tracy Tritons Swim Club
- Water exercise instructors, x2
- Water polo coach
- High School coaches / athletic directors:
 - Kimball HS Swim & Water Polo
 - Tracy HS Swimming
 - West High
- Parks, Recreation, & Community Services Commission, subcommittee

Aquatics Stakeholder Input

STAKEHOLDER INPUT SUMMARY

Competition Pool

- Flexible bulkhead for short- and long-course setups (+2)
- Storage on-deck for teams and competitive use (+2)

Recreation Pool

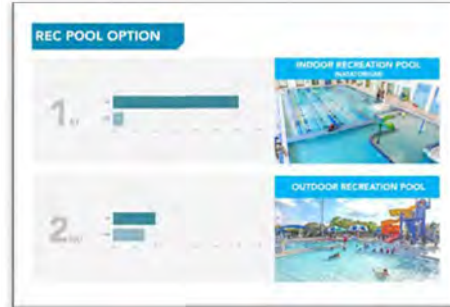
- Shaded areas for sun protection and spectator comfort (+6)
- Multi-use, family-friendly spaces and shallow areas (+3)

Indoor Pool

- Year-round, weather-protected access for the community (+5)
- Warmer water for children, seniors, and therapy needs (+3)

General

- ADA and inclusive design for diverse needs (+3)



American Red Cross

British Swim School

Ellis residents

Tracy Tritons Swim Club

Water exercise instructors

Coaches & Athletic Directors

Parks, Rec & Comm. Srv. Subcommittee



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Community Input



1,623 total participants

Online Survey

January 13 – February 16

Tracy Branch Library Kiosk

January 13 – February 16

Grand Theater Pop-Up

Friday, January 17

Parks & Community Services Commission Community Workshop

Thursday, February 6

Tracy Farmer's Market

Saturday, January 25

City Hall & Senior Center Kiosk

January 13 – February 16



Community Input – Event breakdown



Online Survey

January 13 – February 16

1154
PARTICIPANTS

30 YOUTH
1124 ADULT

- School newsletter
- Parks newsletter
- CityofTracyAquaticCenter.com
- @CityofTracyCA @PlayInsideThe Triangle

Tracy Branch Library Kiosk

January 13 – February 16

257
PARTICIPANTS

116 YOUTH
141 ADULT



Grand Theater Pop-Up

Friday, January 17

73
PARTICIPANTS

43 YOUTH
30 ADULT



Parks, Rec, & Community Services Commission Community Workshop

Thursday, February 6

17
PARTICIPANTS

1 YOUTH
16 ADULT



Tracy Farmer's Market

Saturday, January 25

99
PARTICIPANTS

5 YOUTH
94 ADULT



City Hall & Senior Center Kiosk

January 13 – February 16

23
PARTICIPANTS

23 SENIOR



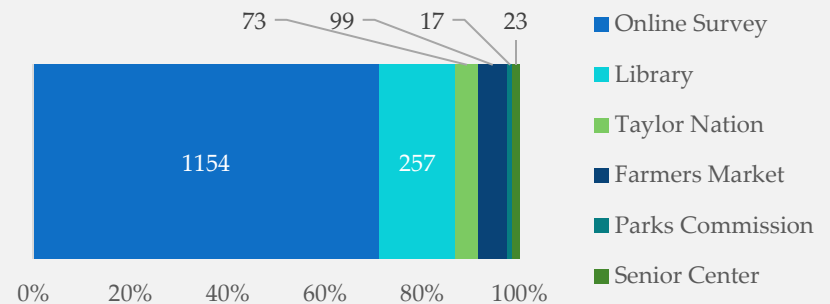
Community Input – Demographic breakdown



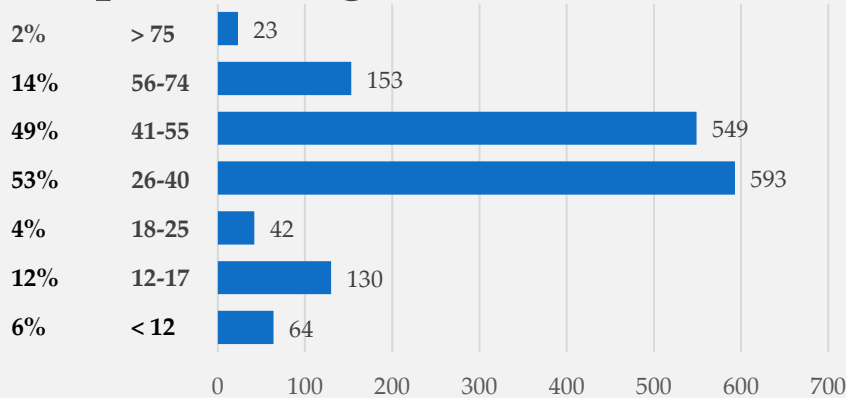
1623
total responses

97%
of respondents live in Tracy

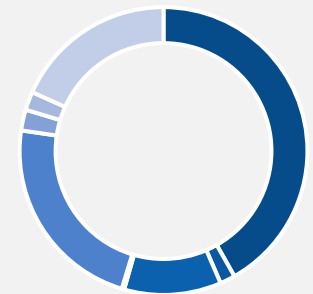
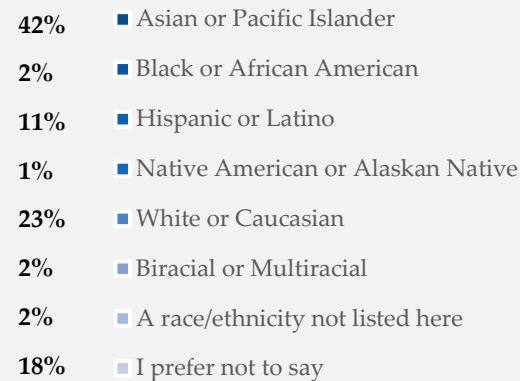
Respondent Distribution



Respondent Age



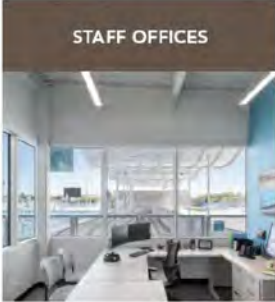
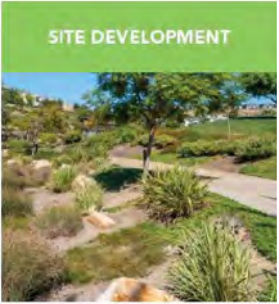
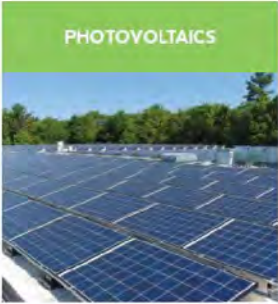
Respondent Ethnicity



Community Input – Base Program



50-METER COMPETITION POOL



Community Input | Recreation Pool



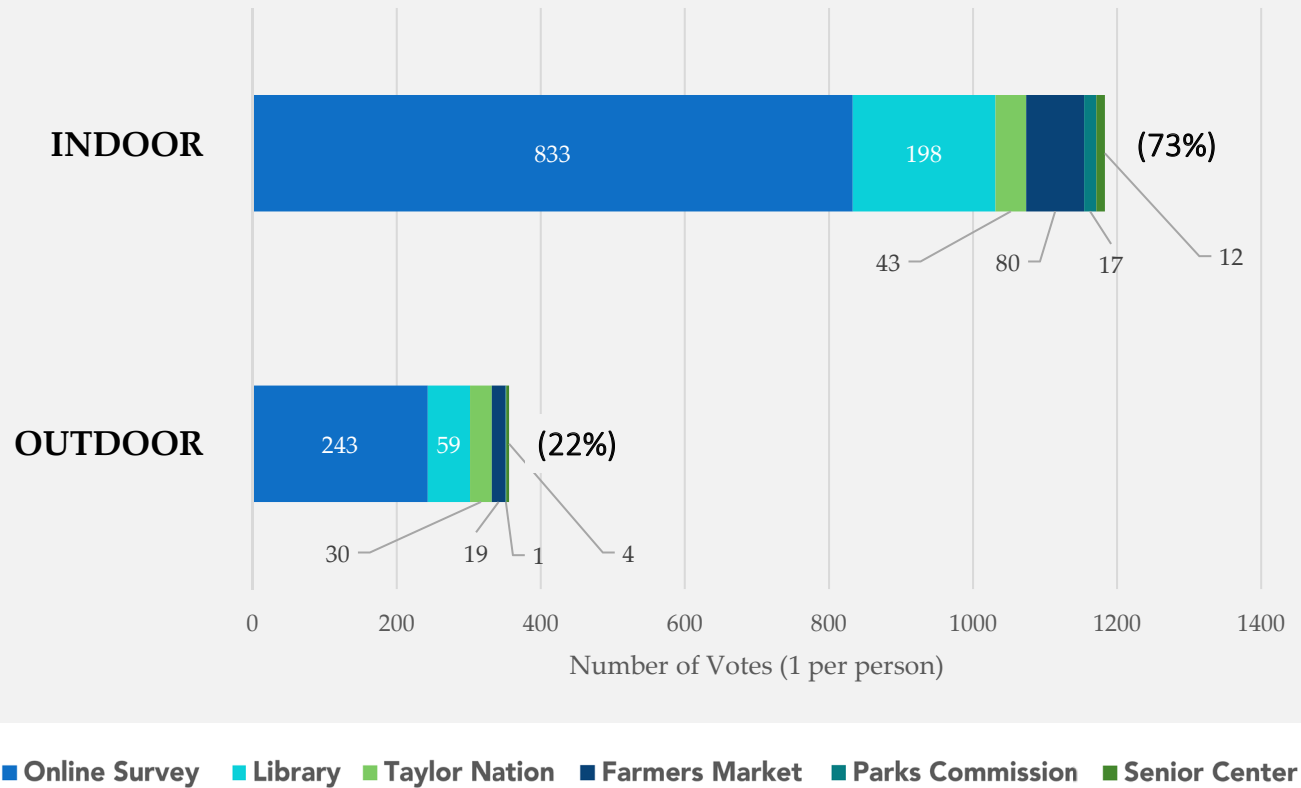
INDOOR RECREATION POOL
(NATATORIUM)



OUTDOOR RECREATION POOL



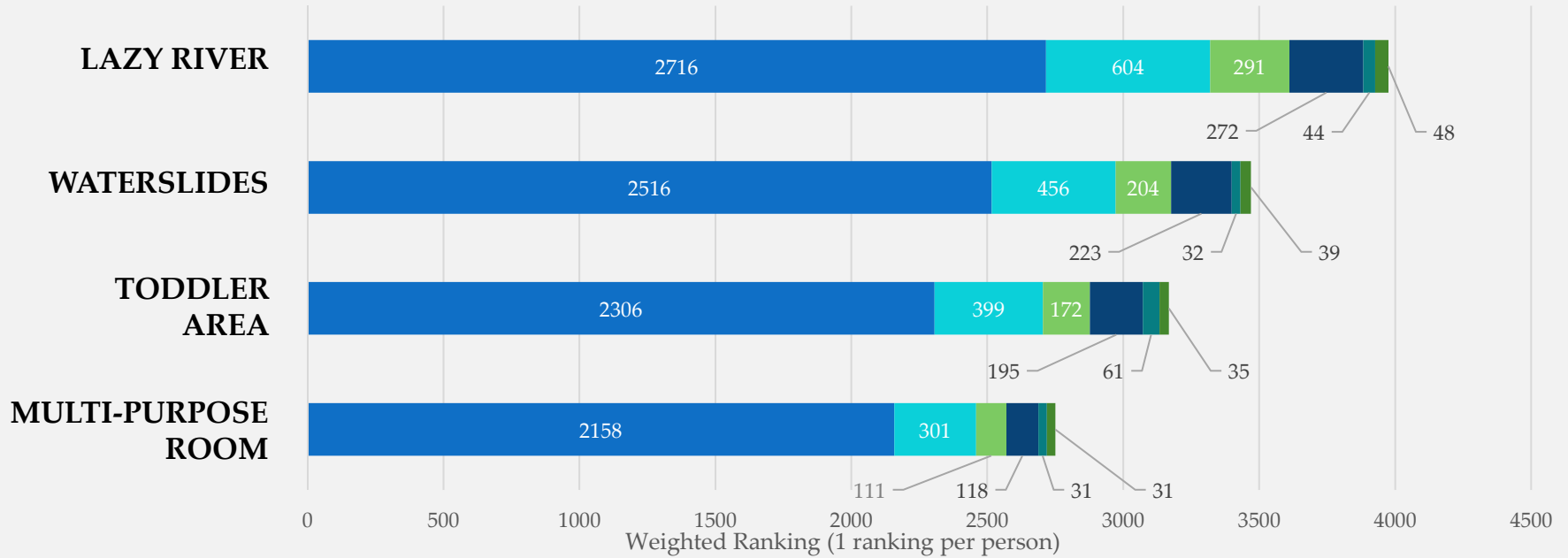
RECREATION POOL



Community Input | Enhancements



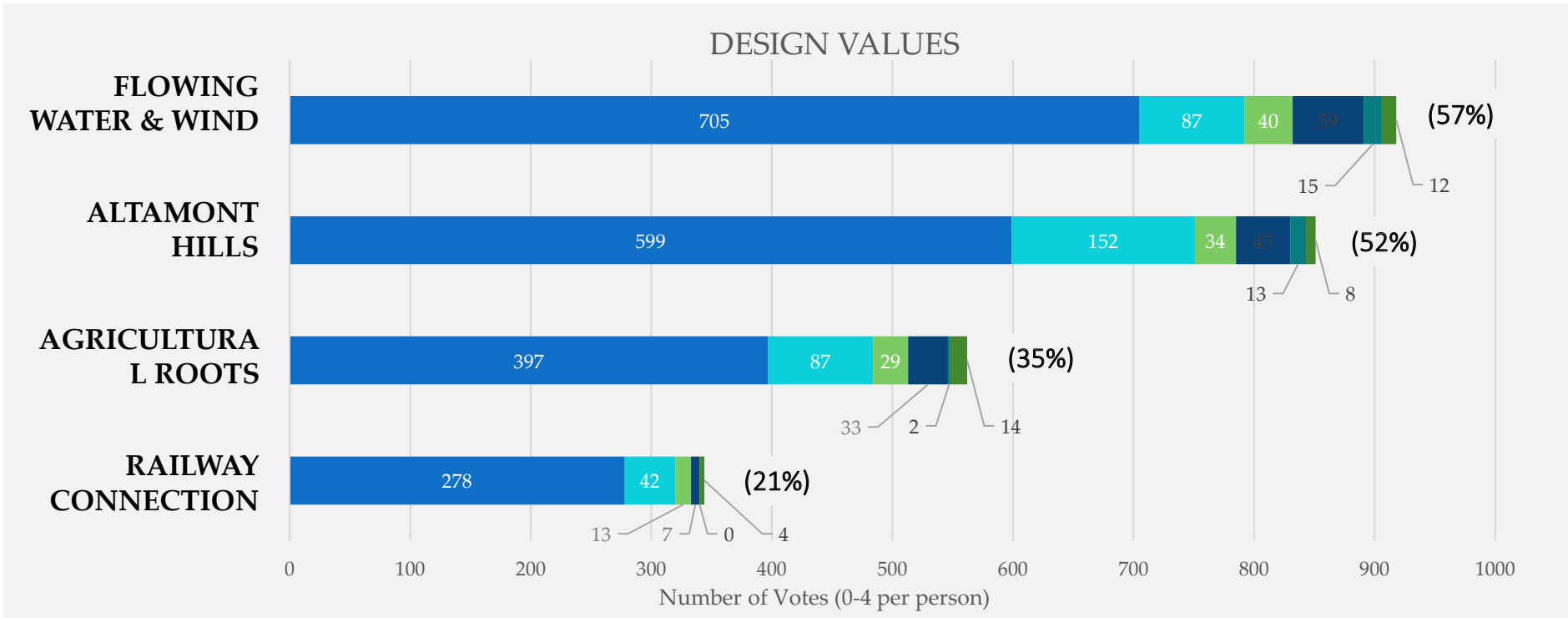
ENHANCEMENTS



■ Online Survey
 ■ Library
 ■ Taylor Nation
 ■ Farmers Market
 ■ Parks Commission
 ■ Senior Center



Design Values | Community Input



■ Online Survey
 ■ Library
 ■ Taylor Nation
 ■ Farmers Market
 ■ Parks Commission
 ■ Senior Center





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Parks, Recreation and Community Services Commission



City Council

- ✓ Briefings (December & February)
- ✓ Study Sessions/Presentation

Parks & Community Services Commission

- ✓ Meeting 1: December 5, 2024
- ✓ Meeting 2: February 6, 2025



Commissioners input on:

- 1) Potential Program Elements were reflected in community survey's ranking of most desirable to least desirable.
- 2) Design Values were represented the interest of the Tracy community.



BREAKOUT STATIONS

STATION 1 PROGRAM PRIORITIES

PROJECT OVERVIEW
POTENTIAL COMPONENTS
AQUATIC CENTER COMPONENTS

STATION 2 REC POOL OPTIONS

POTENTIAL COMPONENTS
MULTIUSE RECREATION POOL
OUTDOOR RECREATION POOL

STATION 3 DESIGN VALUES

TRACY AQUATIC CENTER
DESIGN VALUES
PROJECT AREA DESIGN



Tracy Aquatic Center

Phase 1: Final Conceptual Plan

April 15, 2025





Think Inside the Triangle™

Agenda

1. Action Requested
2. Project Overview
3. Program Options
4. Conceptual Design
5. Decision Matrix + Financial Analysis
6. City Council Action



Think Inside the Triangle™

Requested Actions

Receive Phase 1 summary presentation and provide direction on:

1. Approval of Conceptual Plan
2. Authorization of Design Team to proceed with Phase 2



Think Inside the Triangle™

Project Direction

Direction from City Council in September 2024

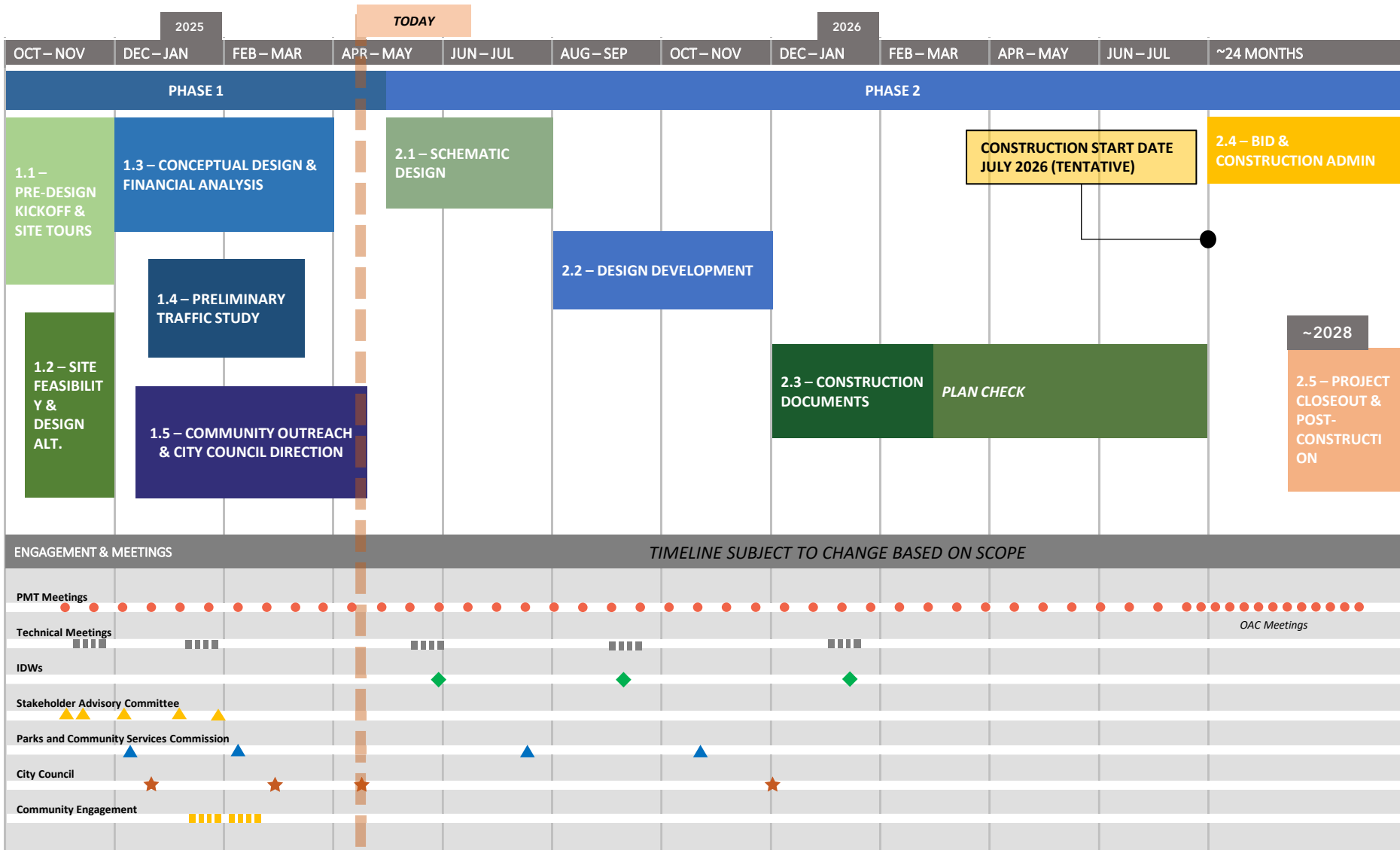
Project Priorities:

1. 50-meter long-course competition pool
2. Recreation/warm-up pool
3. Lazy river
4. Water slides
5. Toddler area
6. *Indoor pool (Optional)*
7. *Fitness center (Optional)*

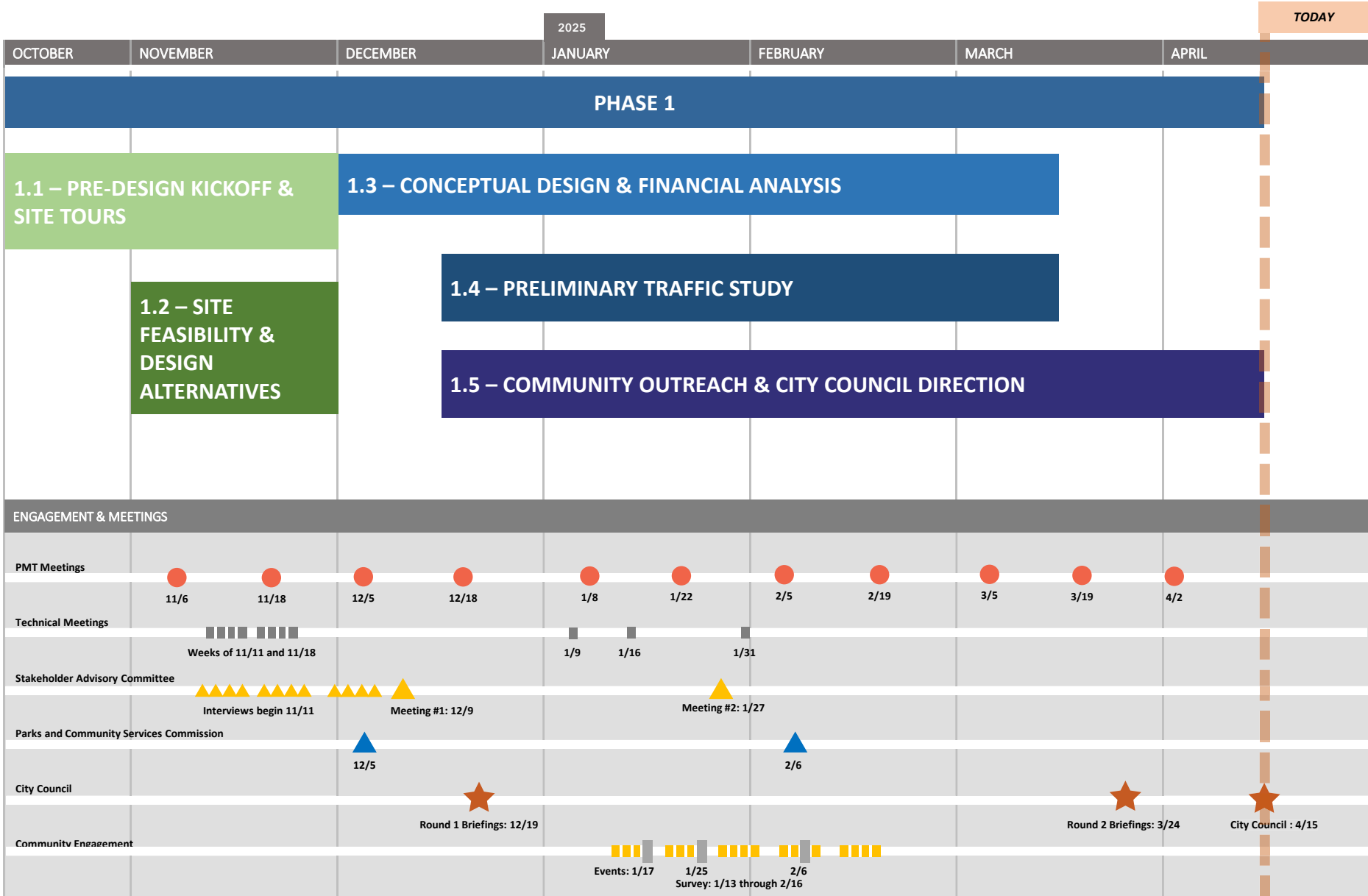
Project Budget Options:

1. \$55 million total
2. \$65 million total
3. Other project enhancements/amenities for Council's consideration based on community priorities

Overall Project Schedule



Phase 1 Project Schedule





Input Collected

- Project Management Team Meetings (*biweekly*)
- Aquatics stakeholders (*interviews + 2 workshops*)
- Parks, Recreation, and Community Services Commission (*2 meetings*)
- City Council Briefings (*2 rounds*)
- Community Engagement (*1,623 participants*)
- Facility Tours and Manager Interviews (*2 rounds of tours*)
- City Staff Technical Meetings (*2 rounds*)
 - Recreation + Aquatics Staff
 - Economic Development Division
 - Planning Division
 - Building & Safety Division
 - Public Works Department
 - Fire Department
 - Police Department

Technical Input



- Balancing sustainability and durability
- Lessons learned from Joe Wilson Pool
- Operations and maintenance
- Accessibility
- Civic, park-like environment with hospitality character



Community Input



1,623 total participants

Online Survey

January 13 – February 16

Tracy Branch Library Kiosk

January 13 – February 16

Grand Theater Pop-Up

Friday, January 17

Parks & Community Services Commission Community Workshop

Thursday, February 6

Tracy Farmer's Market

Saturday, January 25

City Hall & Senior Center Kiosk

January 13 – February 16



Community Input – Base Program



50-METER COMPETITION POOL



CALGREEN CONSTRUCTION



PHOTOVOLTAICS



SITE DEVELOPMENT



FOOD TRUCK ZONES



SHADE STRUCTURES



RECEPTION



STAFF OFFICES



LOCKER ROOMS



ON-SITE PARKING



Community Input – Recreation Pool



INDOOR RECREATION POOL (NATATORIUM)



OUTDOOR RECREATION POOL

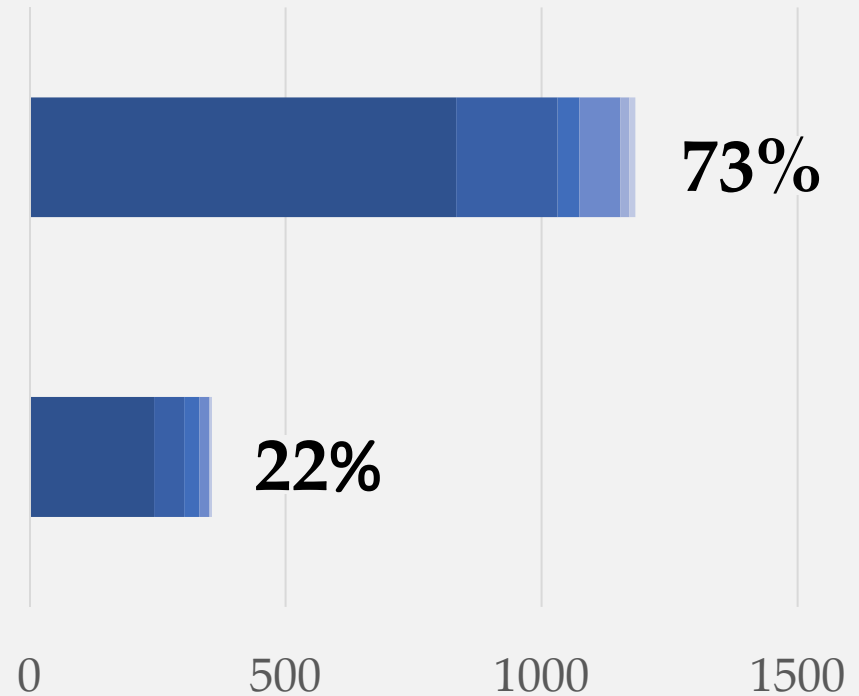


INDOOR

73%

OUTDOOR

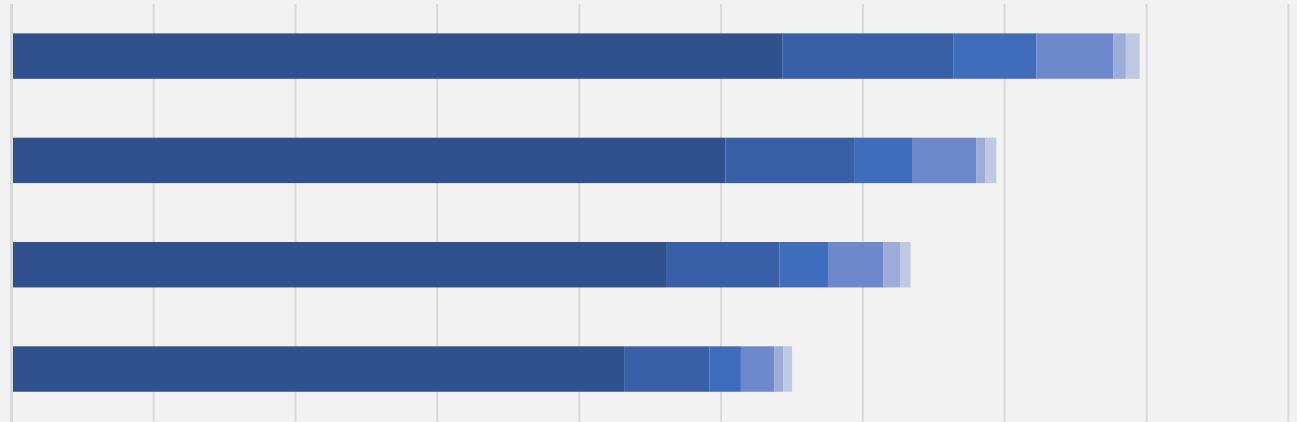
22%



Community Input – Enhancements



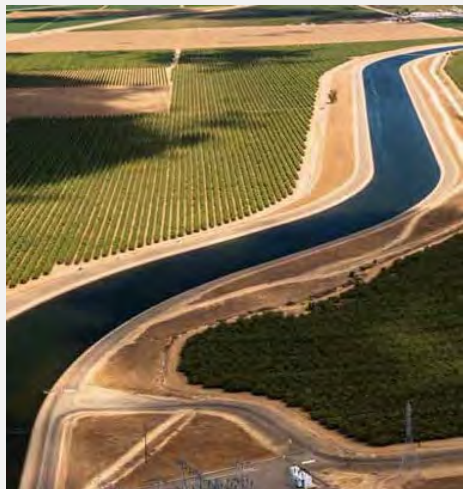
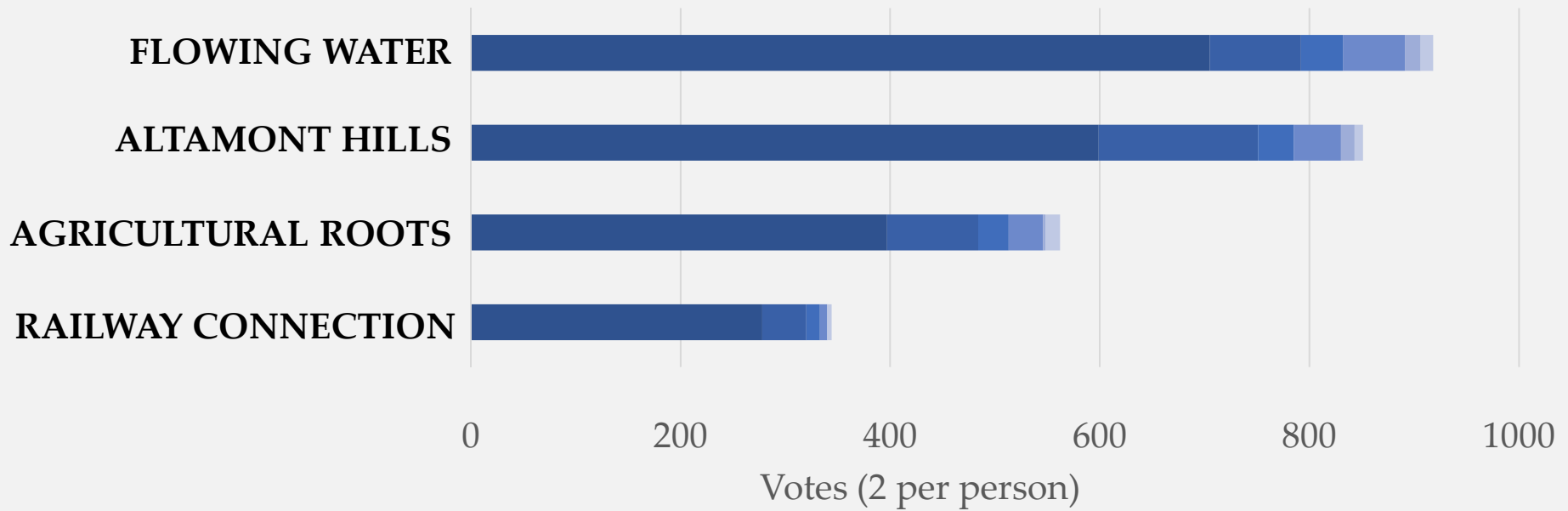
LAZY RIVER
WATERSLIDES
TODDLER AREA
COMMUNITY ROOM



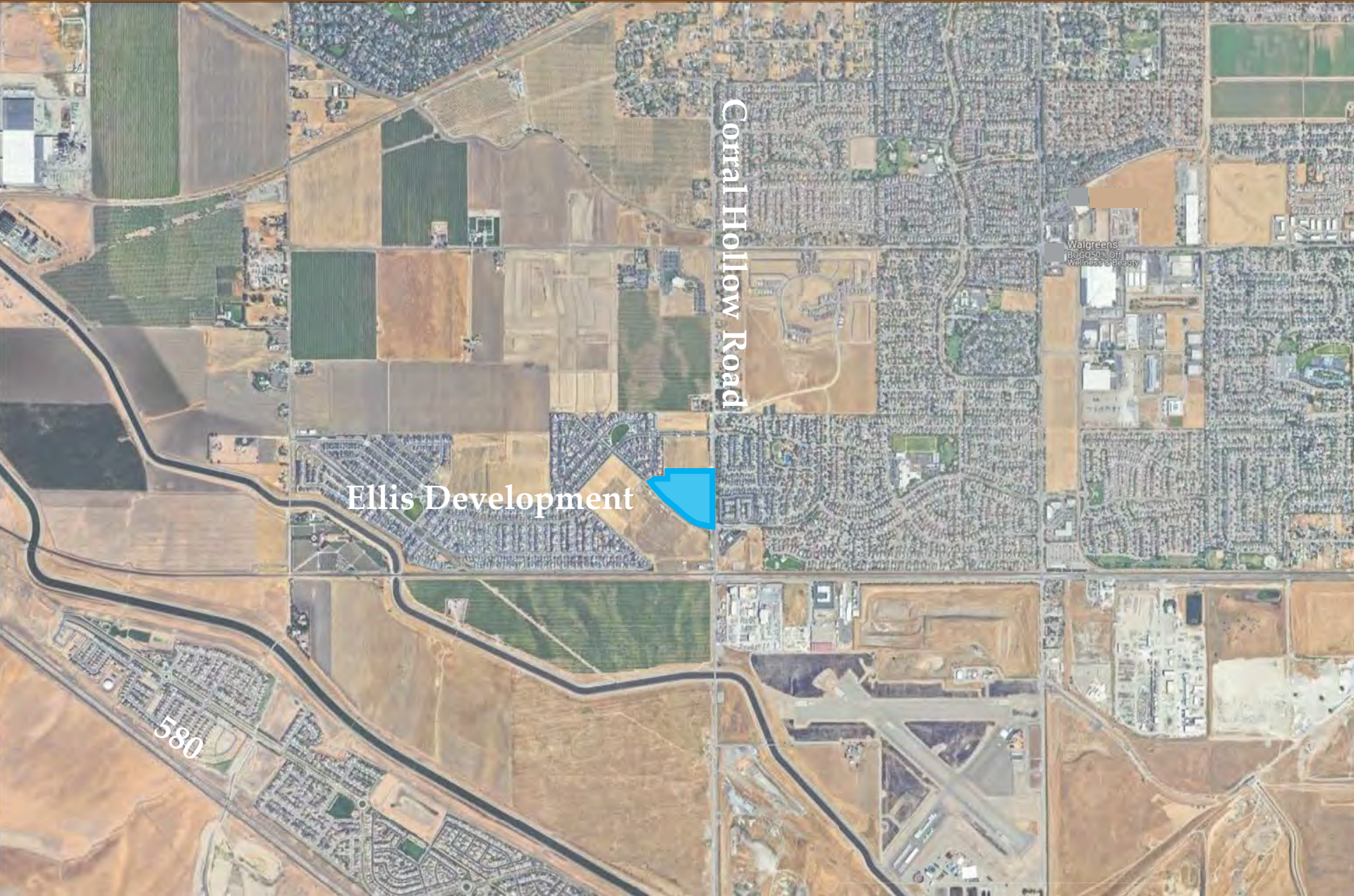
Ranked Choice Results



Community Input - Design Character



Project Site



Corral Hollow Road

Ellis Development

Walgreens
Be good. Be well.
Walgreens Beauty

580

Project Site



Conceptual Site Plan



SUMMIT DRIVE

CORRAL HOLLOW ROAD

Conceptual Site Plan – Outdoor Rec Pool



FUTURE DEVELOPMENT

BIOSWALE

PARKING

MULTI-USE LAWN

ENTRY

SUMMIT DRIVE

REC POOL

COMPETITION POOL

CORRAL HOLLOW ROAD

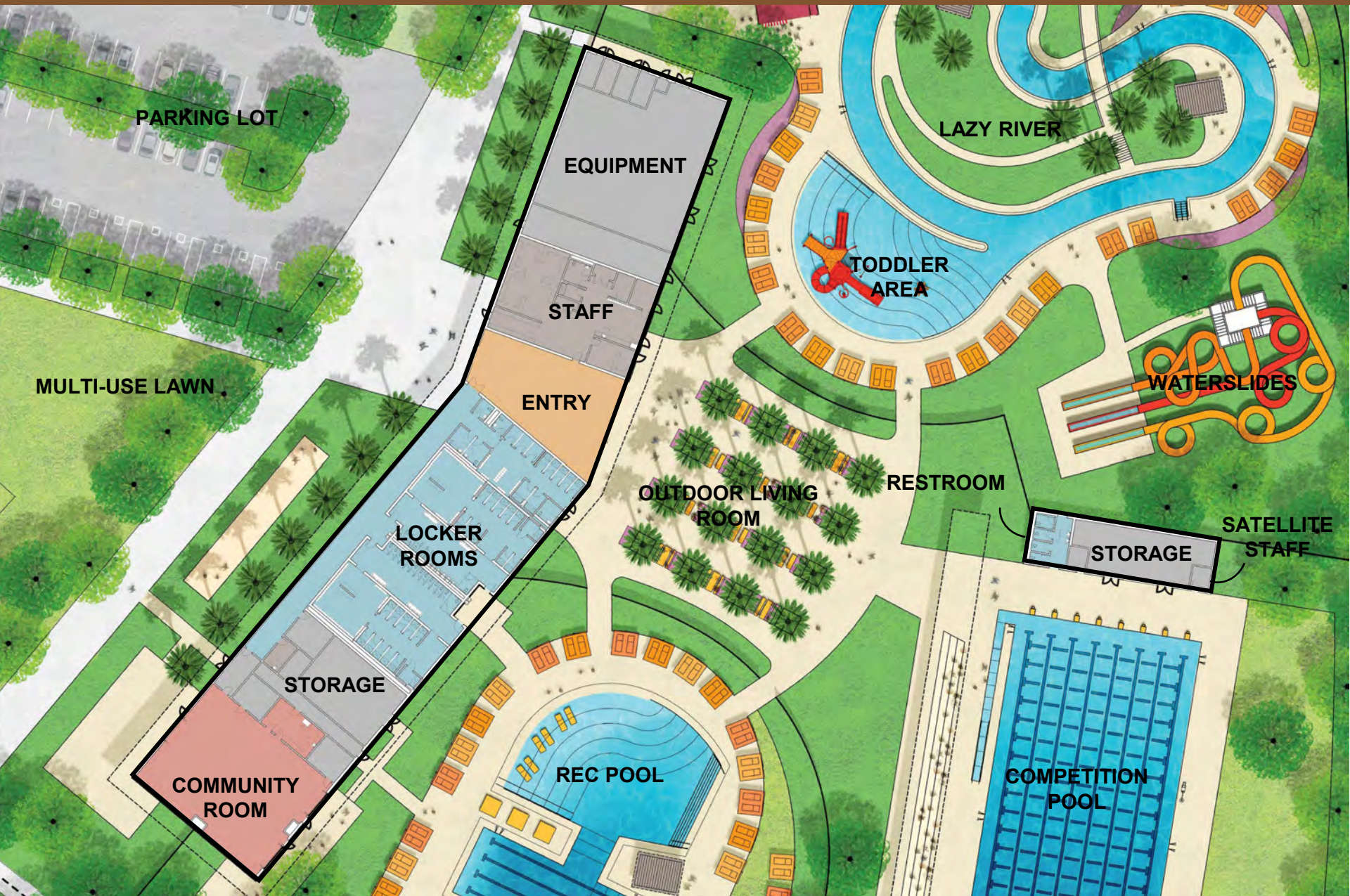
LAZY RIVER

TODDLER AREA

WATERSLIDES

LIVING ROOM

Conceptual Plan – Outdoor Rec Pool



PARKING LOT

MULTI-USE LAWN

EQUIPMENT

STAFF

ENTRY

LOCKER ROOMS

STORAGE

COMMUNITY ROOM

OUTDOOR LIVING ROOM

RESTROOM

REC POOL

LAZY RIVER

TODDLER AREA

WATERSLIDES

STORAGE

SATELLITE STAFF

COMPETITION POOL

Conceptual Site Plan – Indoor Rec Pool



SUMMIT DRIVE

CORRAL HOLLOW ROAD

Conceptual Site Plan – Indoor Rec Pool



FUTURE DEVELOPMENT

BIOSWALE

PARKING

MULTI-USE LAWN

SUMMIT DRIVE

ENTRY

REC POOL

COMPETITION POOL

CORRAL HOLLOW ROAD

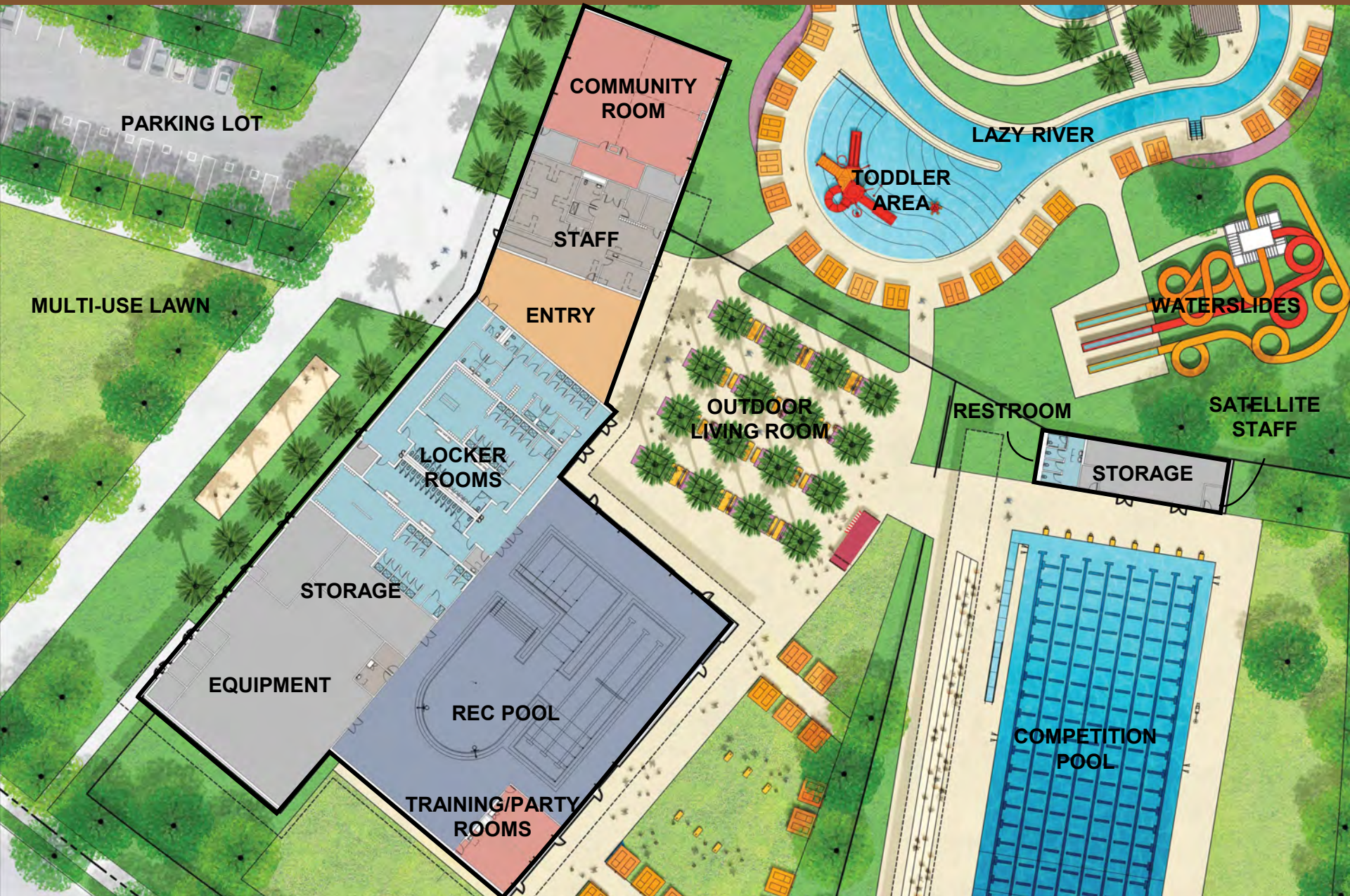
LAZY RIVER

TODDLER AREA

WATERSLIDES

LIVING ROOM

Conceptual Plan – Indoor Rec Pool



PARKING LOT

MULTI-USE LAWN

COMMUNITY ROOM

STAFF

ENTRY

LOCKER ROOMS

STORAGE

EQUIPMENT

REC POOL

TRAINING/PARTY ROOMS

OUTDOOR LIVING ROOM

LAZY RIVER

TODDLER AREA

WATERSLIDES

SATELLITE STAFF

RESTROOM

STORAGE

COMPETITION POOL

Design Values – Sustainability



BUILDING SYSTEMS



ALL-ELECTRIC BUILDING
All-electric building equipment including space heating and cooling and water heating



SOLAR PANELS
PV-ready: Photovoltaic infrastructure awaits future PV panels.



WATER-USE REDUCTION
Fixtures conserve water resources and reduce impact on water supply and wastewater systems

BUILDING ENVELOPE



DAYLIGHTING
Windows and clerestories with low-e glazing let in daylight and views



SHADING DEVICES
Reduce solar heat gain and glare through vertical and horizontal exterior window shades in response to solar orientation



BIRD COLLISION PROTECTION
Bird-friendly window etch in select areas to reduce chance of collision

SITE ECOLOGY



LOW IMPACT DEVELOPMENT
Bioretention basins to clean stormwater runoff before entering sewer system



HABITAT CREATION
Provide biologically diverse landscape palette to provide shelter and food for birds, insects, and pollinators



SEQUESTER CARBON
Preserving existing trees on-site and planting new trees to absorb carbon dioxide and serve as carbon sinks.

SITE CONNECTIVITY



BIKE FACILITIES
Promote physical activity, reduce vehicle usage, provide bike parking options, connection to bike routes, and shower facilities



PEDESTRIAN + BUS
Enhancing pedestrian connections to encourage alternative modes of transit



EV CHARGERS + GREEN VEHICLE PARKING
EV chargers and priority parking for green vehicles and carpools



View of Entry





View from Entry towards Parking





View of Living Room & Outdoor Rec Pool





View of Living Room & Indoor Rec Pool





View towards Outdoor Rec Pool





View towards Indoor Rec Pool





View of Outdoor Rec Pool





View of Outdoor Rec Pool





View of Indoor Rec Pool





View of Indoor Rec Pool





View of 50m Competition Pool





View of Waterslides





View of Toddler Area



View of Lazy River



View from Parking of Community Room at Outdoor Rec Pool



Capital Cost Estimates – Inclusions



Hard Cost

Includes cost for General Contractors Overhead (site requirements, jobsite management, insurance, bonding, profit), and construction cost for the building and sitework.

Soft Cost

Includes cost for purchasing the building and sites furnishings, fixtures, and equipment that are not “built-in” and included in the project hard costs above.

Escalation

Escalation is the change in cost or price of specific goods or services in a given economy over a period. It is the increase in cost of any construction elements of the original contract or base cost of a project due to passage of time. Typical escalation is estimated in the 3-5% range, in the last 3 years escalation has ranged from 4-7% per year. Currently escalation is trending down from this range. This estimate utilizes 4.5% escalation per year.

Contingency

Contingencies are included in the project budgets appropriate for this phase of planning and include:

- Design Contingency is included in the construction hard cost.
- Construction Contingency of 10% is included in the project budgets.
- Soft Cost contingency of 10% is included in the project budgets.

Conceptual Site Plan



Conceptual Site Plan



Base Project

1) Competition Pool

2) Recreation Pool

Site

Building

Program Enhancements

3) Indoor Recreation Pool Enclosure

4) Community Room

5) Training/Party Rooms

6) Lazy River

7) Toddler Area

8) Waterslides

9) Future Development

10) Multi-Use Lawn

\$55M Project Option



Base Project*	
1) Competition Pool	\$12.4M
2) Recreation Pool	\$8M
Site	\$11.6M
Building	\$23M
Total	\$55M

- *Base Project items removed to reach this budget:
- Competition pool bleachers and shade structure
 - Competition pool storage and bathroom building
 - Outdoor living room
 - 5% of landscaping
 - All canopies, trellises, sunscreens
 - All hallways
 - Rooftop equipment screens
 - Infrastructure for PV panels

Note: project budget includes hard costs, soft costs, contingency, and escalation

\$65M Project Option



Base Project	
1) Competition Pool	\$16.5M
2) Recreation Pool	\$8M
Site	\$11.7M
Building	\$26.5M
Program Enhancements	
3) Indoor Recreation Pool Enclosure	\$11.1M
4) Community Room	\$3.1M
5) Training/Party Rooms	\$1.2M
6) Lazy River	\$9.5M
7) Toddler Area	\$4M
8) Waterslides	\$3.1M
9) Future Development	\$1.4M
10) Multi-Use Lawn	\$1.1M
Total	\$65M

Note: project budget includes hard costs, soft costs, contingency, and escalation

Full Buildout - Outdoor Recreation Pool



Base Project	
1) Competition Pool	\$16.5M
2) Recreation Pool	\$8M
Site	\$11.7M
Building	\$26.5M
Program Enhancements	
3) Indoor Recreation Pool Enclosure	\$11M
4) Community Room	\$3.1M
5) Training/Party Rooms	\$1.2M
6) Lazy River	\$9.5M
7) Toddler Area	\$4.1M
8) Waterslides	\$3.1M
9) Future Development	\$1.4M
10) Multi-Use Lawn	\$1.1M
Total	\$85M

Note: project budget includes hard costs, soft costs, contingency, and escalation

Full Buildout - Indoor Recreation Pool



Base Project	
1) Competition Pool	\$16.5M
2) Recreation Pool	\$8M
Site	\$11.7M
Building	\$26.5M
Program Enhancements	
3) Indoor Recreation Pool Enclosure	\$11.1M
4) Community Room	\$3.8M
5) Training/Party Rooms	\$1.2M
6) Lazy River	\$9.5M
7) Toddler Area	\$4.1M
8) Waterslides	\$3.1M
9) Future Development	\$1.4M
10) Park	\$1.1M
Total	\$98M

Note: project budget includes hard costs, soft costs, contingency, and escalation

Admissions Fees

These numbers will continue to adjust. For now, we're assuming:

\$- 6 for lap swim

\$0- 15 for rec swim

Comparable Facilities

\$4 at Joe Wilson Pool

\$5 at Brentwood

\$- 10 at North Natomas

\$8 at Elk Grove

\$9 at Folsom

\$4- 19 at Dublin

Private Facilities

\$0- 90

Operational Cost Analysis



	Year 1	Year 5
Projected Annual Operating Expenses	\$2.3-3.2M	\$2.7-3.8M
Projected Revenue	\$0.4-0.9M	\$0.5-1.2M
Projected Annual Net Cost	\$1.9-2.3M	\$2.2-2.7M
Projected Cost Recovery	18-28%	19-31%
Projected Annual Capital Replacement Fund	\$0.3-1.0M	\$0.3-1.0M

Decision Matrix – Base Project



Base Project			
	Description	Budget	
		Projected Year 1 Net Cost	Capital Cost
Competition Pool	<i>Outdoor 50m competition pool, site improvements, parking, ~22ksf building with entry, staff area, lockers, and support spaces</i>	\$. 0M	\$6. 5M
Recreation Pool	<i>Outdoor recreation pool, equipment, deck, fencing</i>		\$. 0M
Site	<i>Site improvements, parking</i>		\$1. 7M
Building	<i>~19ksf building with entry, staff area, lockers, and support spaces</i>		\$6. 5M

Decision Matrix



Enhancements					
	Description	Budget		Ranking	
		Projected Year 1 Net Cost	Capital	2025 Community	2020 City Council
Indoor Recreation Pool Enclosure	<i>Conditioned enclosure around the recreation pool, added equipment</i>	\$310k	\$11.1M	1	4
Community Room	<i>3000sf gathering space, divisible into 3, kitchenette, storage</i>	\$30k*	\$3.1M	5	Not ranked
Training/Party Rooms	<i>900sf gathering space, divisible into 2</i>	\$20k*	\$1.2M	Not ranked	Not ranked
Lazy River	<i>Lazy river pool, island, bridge, additional required restrooms</i>	\$240k	\$9.5M	2	1
Toddler Area	<i>Toddler pool, play structure, additional required restrooms</i>	\$30k	\$4.1M	4	3
Waterslides	<i>Waterslide tower with three slides</i>	\$50k	\$3.1M	3	2
Future Development	<i>Treatment of empty 3.7 acres on the north edge of the site</i>	\$40k	\$1.4M	Not ranked	Not ranked
Multi-Use Lawn	<i>1.1 acre lawn along Summit Drive</i>	\$30k	\$1.1M	Not ranked	Not ranked
CALGreen Tier 2	<i>CALGreen Tier 2 quantity of EV Chargers, battery back-up</i>	TBD	\$3.8M	Not ranked	Not ranked
Photovoltaic Panels	<i>Panels. Infrastructure included in base project.</i>	TBD	\$1.2M	Not ranked	Not ranked

*Interpolated from Tracy Community Center data.
Enhancements may extend construction schedule.



Think Inside the Triangle™

Requested Actions

Receive summary presentation and provide direction on:

1. Approval of Concept Plan
2. Authorization of Design Team to proceed with Task 2

TRACY CITY COUNCIL

RESOLUTION NO. _____

(A) APPROVING THE IMPLEMENTATION OF FINAL CONCEPTUAL PLAN FOR THE AQUATIC CENTER COMPLETED BY GROUP 4 ARCHITECTURE, RESEARCH + PLANNING, INC.; AND

(B) AUTHORIZING GROUP 4 ARCHITECTURE, RESEARCH + PLANNING, INC. (CONSULTANT) AND STAFF TO PROCEED WITH PHASE 2 OF THE PROFESSIONAL SERVICE AGREEMENT BETWEEN THE CITY AND CONSULTANT APPROVED PURSUANT TO RESOLUTION NO. 2024-160 FOR SERVICES RELATED TO CAPITAL IMPROVEMENT PROJECT 78054, AND

(C) AUTHORIZING THE CITY MANAGER OR DESIGNEE TO TAKE ALL NECESSARY ACTIONS TO ADVANCE THE PROJECT FOR FURTHER CONSIDERATION IN ACCORDANCE WITH CITY POLICIES AND PROCEDURES.

WHEREAS, the City of Tracy (the "City") is committed to enhancing recreational amenities and facilities to serve the community; and

WHEREAS, the City has identified the need for a new Aquatic Center to provide expanded aquatic programs, competitive swimming opportunities, and community recreational space; and

WHEREAS, the City Council previously directed staff to develop a conceptual plan for the Aquatic Center, incorporating community input, feasibility studies, and financial analysis; and

WHEREAS, staff has completed the Final Conceptual Plan for the Aquatic Center (the "Plan"), which includes site layout, facility components, preliminary cost estimates, and potential funding strategies; and

WHEREAS, the City Council has reviewed the Plan and finds that it aligns with the City's long-term vision for parks and recreation facilities and supports the well-being and quality of life for Tracy residents; and

WHEREAS, approval of the Plan does not constitute a final project approval, but authorizes staff to proceed with the next phases, including detailed design, environmental review including consideration of possible alternatives, and funding strategy refinement;

NOW, THEREFORE, be it resolved as follows:

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

FURTHER RESOLVED: That City Council of the City of Tracy hereby approved:

1. The Final Conceptual Plan for the Aquatic Center is hereby approved.
2. City staff and Consultant are authorized to proceed with the next phase of project development, including refinement of funding strategy, initiating preliminary engineering and design work, and other tasks as described in Phase 2.
3. The City Manager, or designee, is authorized to take all necessary actions to advance the project for further consideration in accordance with City policies and procedures; and be it

FURTHER RESOLVED: That this resolution takes effect immediately upon its adoption.

The foregoing Resolution 2025-_____ was adopted by the Tracy City Council on April 15, 2025, by the following vote:

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

 DAN ARRIOLA
 Mayor of the City of Tracy, California

ATTEST: _____
 NECY LOPEZ
 Acting City Clerk and Clerk of the Council of the
 City of Tracy, California

April 15, 2025

Agenda Item 3.B

RECOMMENDATION

Staff recommends that the City Council receive an update on the Measure V revenue projections, current spending plan and provide direction to staff regarding priorities.

EXECUTIVE SUMMARY

This item provides a report on Measure V revenue projections, projects that have been completed with use of Measure V funds and seeks direction from Council on updating priorities on the commitments from Measure V.

BACKGROUND AND LEGISLATIVE HISTORY

After receiving voter approval, the City Council enacted a ½ cent local sales tax for a term of 20 years (2017-2037). Measure V was drafted as a general tax, which required a 50% plus 1 voter approval to pass.

In November 2016, the Measure V ballot questions stated, "Measure V: To provide funding for City services/facilities, including: police (patrol, 911, command, gang/narcotics enforcement, crime investigations, other police services); fire protection, emergency, and other fire services; support services; street, median, and park repair/maintenance; senior/youth services; planning and business retention/attraction; building facilities (such as parks/sports fields); other general services; shall the City of Tracy enact a 1/2¢ sales tax for 20 years, providing \$7 million dollars annually, with citizens' oversight, and all funds spent locally."

On October 30, 2017, Council prioritized Measure V projects as; Aquatic Center, Legacy Fields, Multi-Generational Recreation Center, Library and Ritter Family Ball Park. At the time this committed 50% of all Measure V funds for debt to finance these amenities (Legacy Fields \$10 million; Aquatic Center \$30 million; Multi-Gen Rec Center \$40 million), 25% to pay-as-you-go amenities and 25% to operating and maintaining these amenities.

On March 6, 2018, Council approved major community amenity projects to be funded by Measure V and allocated Measure V funds in the following amounts: \$4m (planning and design for the multi-Gen Rec Center), \$1 million (design for Aquatics Center), and \$1.5m (design contract to complete Phase 1 at Legacy Fields).

On November 5, 2019, Council, by motion, established a total not-to-exceed budget of \$65M (\$55M in Measure V and \$10M in Developer's Contribution) for the Aquatic Center.

On November 19, 2020, Council confirms Measure V project priorities and approves funding allocations of \$55m for the Aquatics Center, \$40m towards the Multi Gen Rec Center and \$40m for operations and maintenance.

On March 23, 2021, the Nature Park is now considered a Measure V major amenity project by City Council.

On November 2, 2021, Council directed staff to proceed with a tax-exempt lease revenue bond financing for this phase of Legacy Fields, for up to \$21m with a 15-year repayment term. The annual debt service payment of \$1.6m is funded through General Fund Measure V Sales Tax.

February 22, 2022, Council held a workshop to review the Measure V priorities and project timelines of the amenities based on available funding. This provided direction for additional commitments of \$1m to the Nature Park design phase, \$3m to begin the feasibility and design study of Ritter Family Ball Park and were approved by resolution as part of the FY2022/23 budget adoption.

May 21, 2024, Council approved issuance and sale of lease revenue bonds to provide financing for the acquisition and construction of the Multi-Generational Recreation Center, improvements to El Pescadero Park and related public improvements in the amount of \$54m with a 30-year repayment term. The annual debt service payment of \$3.1m is funded through General Fund Measure V Sales Tax.

A complete table outlining dates and actions by Council to commit Measure V funds has been provided as Attachment A to this report.

ANALYSIS

The initial projections for Measure V revenues estimated an additional \$7m in General Fund sales tax annually, implying a total of \$140m over the 20-year period. As of June 30, 2024, a total of \$82.3m has been received, with a revised 20-year total of \$248m as provided in the following table.

	<u>Actuals</u> <u>FY2017 - FY2024</u>	<u>Projected</u> <u>FY2025 - FY2037</u>	<u>Total Measure V</u>
Revenue			
Measure V Local Sales Tax	82,256,272	165,846,802	248,103,074
Total Revenue	\$ 82,256,272	\$ 165,846,802	\$ 248,103,074
Expenses/Committed Funds			
Operational Expenses	3,243,542	73,898,719	77,142,261
Capital Projects	75,701,666	137,369	75,839,035
Debt Financing	3,311,063	61,140,856	64,451,919
Total Expense	\$ 82,256,272	\$ 135,176,943	\$ 217,433,214
Projected Balance Uncommitted			\$ 30,669,860

Previous Council direction provided that Measure V funds would be prioritized first to the Aquatic Center to accumulate the City's commitment of \$55m, to date these funds have been collected. The next priorities for funding would be Nature Park, followed by Ritter Family Ball Park.

The following table shows that for Fiscal Year (FY) 2025, there would be \$6.3m available that has not yet been committed. The drop from FY2025 to FY2026 is for operating expenditures for the

Multi-Generational Recreation Center (MGRC) that will be supported through Measure V. The next drop from FY2028 to FY2029 represents the forecasted opening date for the Aquatic Center and the commitments towards operating. From FY2029 through FY2037 there will be roughly \$1.3m available annually less all commitments from Measure V. A detailed forecast has been provided as Attachment B.

Measure V Funding - Uncommitted

<u>Budget</u>	<u>Projected</u>	<u>Projected</u>	<u>Projected</u>	<u>Projected</u>
<u>FYE 2025</u>	<u>FYE 2026</u>	<u>FYE 2027</u>	<u>FYE 2028</u>	<u>FYE 2029</u>
\$ 6,370,322	\$ 4,767,252	\$ 3,550,030	\$ 3,612,654	\$ 1,379,920

The City is approaching the halfway mark of Measure V's duration. Looking ahead, if the sales tax is not renewed beyond 2037, the General Fund would incur \$7.4m in annual operational expenditures and \$3.1m in debt service for MGRC, totaling \$10.5m annually. (As outlined in the following table)

Annual Measure V Committed Expenses

Expense/Actuals/Committed Funds

Operations and Maintenance for Amenities:	
Finance	\$ 116,775
Parks & Recreation	\$ 662,455
Legacy Fields Operations	\$ 1,355,789
Multi-Gen Recreation Center	\$ 2,434,100
Aquatic Center	\$ 2,846,370
Lease Revenue Bond	
Multi-Gen Recreation Center (30 Year Bond)	\$ 3,129,888
	<u>\$ 10,545,377</u>

Projects Completed to Date

Senior Center (CIP 78155)

On July 17, 2018, Council awarded construction contract to renovate the Lolly Hansen Senior Center, which included over \$950,000 in committed Measure V funds. The 5,200 square foot building was built in 1987. The project construction expanded the building size by 40% and was accepted as completed by Council on March 10, 2020.

Legacy Fields Sports Complex

On May 21, 2019, Council approved the land purchase from Wastewater Fund for expanded park land at Legacy Fields, \$1.8M (Resolution 2019-104).

Legacy Fields Phase 1C (CIP 78163)

On March 6, 2018, Council approved an appropriation of \$3,662,058 from Measure V to complete this portion of the project and was accepted as completed on June 4, 2019. This work included construction of one playable baseball field at the western wagon wheel, outfield and foul line fencing on all five baseball fields of the western wagon wheel, a remote maintenance yard, two combination restroom/ concession buildings, one restroom building, the extension of electrical service to the maintenance yard and buildings, site amenities and minimum ADA hardscaping to buildings.

Legacy Fields Phase 1D (CIP 78164)

On March 6, 2018, Council approved an appropriation of \$1.5m from Measure V to complete planning and design of this phase of Legacy Fields. Then on July 17, 2018, Council approved an additional \$4.9m, bringing the total to \$6.4m, towards construction and the project was accepted as completed by the City December 1, 2020. This work included electrical upgrades for stadium and pedestrian lighting for eight soccer fields and five baseball fields, installation of shade structures, a security system, hardscape areas, site furnishings and additional landscape including irrigation.

Legacy Fields Phase 1E (CIP 78185)

On November 2, 2021, Council directed staff to proceed with a tax-exempt lease revenue bond financing for this phase of Legacy Fields, for up to \$21m with a 15-year repayment term. The annual lease payment of \$1.6m to be funded through General Fund Measure V Sales Tax. The project was accepted as completed by Council on February 20, 2024 included renovations to the eastern ballfields, wayfinding signage throughout the complex, sports field lighting of the eastern ballfields, parking lot paving and entry drive slurry seal, demolition, earthwork, drainage, irrigation and landscaping, replacement of existing electrical feeder conductors, and new vertical drains in eastern ballfields 1,3,4 & 5.

Project Updates

Multi-Generational Recreation Center

The Multi-Generational Recreation Center is a major capital project aimed at enhancing Tracy's community recreational opportunities. Construction of the new 61,300 square foot facility and complete renovation of El Pescadero Park began in July 2024, with an anticipated completion date of July 2026. The project remains on track and within budget, demonstrating efficient management and coordination among stakeholders. The project has achieved significant milestones since construction began and these accomplishments underscore the project's steady advancement and its commitment to enhancing the quality of life for Tracy residents.

Construction Progress & Key Construction Milestones:

The project has reached 25% completion. Below is a summary of key construction milestones to date:

- **September 2024:** Commenced demolition and site preparation activities, including the removal of existing structures such as the skate park and dog park, as well as initial grading efforts to prepare the site for new construction.
- **October 2024:** Completed the installation of 637 stone columns, serving as foundational support for the building. Concurrently, substantial progress was made in the installation of

major underground utility lines, encompassing domestic water, sanitary sewer, storm drain, and fire protection systems.

- **December 2024:** Achieved progress in footings excavation and rebar installation, crucial for the building's structural integrity. Additionally, significant headway was made in rough grading and the installation of various utility systems, including storm drains, sanitary sewer, fire lines, and domestic water lines.
- **February 2025:** Successfully completed the concrete pour for Level 1 in Area A of the building, encompassing future spaces such as the teen lounge, gaming area, multi-purpose room, and activity room. This foundational work set the stage for subsequent structural developments such as CMU walls and structural steel framing. CMU installation is progressing steadily across the entire building with walls reaching the bottom of the second-floor elevation (approximately 15' high).
- **March 2025:** Successfully completed the concrete pour for Level 1 in Area B of the building, encompassing future spaces such as the gymnasium, police office, reception area, and various storage and mechanical areas. Site concrete flatwork within El Pescadero Park has also begun including the installation of a new sidewalk along Kavanaugh Avenue at El Pescadero Park. This improvement aims to enhance pedestrian access and safety in the area.

These milestones reflect the project's dedication to creating a state-of-the-art facility that will serve as a hub for community engagement and recreation. The ongoing progress demonstrates a commitment to delivering a versatile space that caters to residents of all ages, fostering a sense of community and well-being.

Financial Summary

Total Project Budget:	\$ 88,000,000
Measure V - Lease Revenue Bond Financing	\$ 54,000,000
Measure V Funds	\$ 4,000,000
Other Funding Sources	\$ 30,000,000
Original Construction Contract Amount:	\$ 60,221,000
Original Construction Contingency:	\$ 6,022,100
Approved Change Orders to Date:	\$ 221,445

The project remains financially stable with change orders kept within a reasonable threshold.

Looking Ahead – Next Steps

At the recreation center building, installation of CMU block will continue, door frame installation is underway and will continue, electrical rough-ins are planned, and structural steel has begun to arrive on site. Site improvements upcoming including ongoing electrical work, installation of a new freestanding CMU wall on the west side of the park, and various site concrete flatwork.

Community outreach will continue to inform residents about upcoming construction impacts. The project continues to progress successfully, with key milestones met and no major delays. For

more information on the project or to stay up to date on construction activity, please visit www.cityoftracyrecenter.com and subscribe to the email list.

Aquatic Center

The Aquatic Center project is progressing as planned, with the completion of Phase 1 of the Professional Services Agreement (PSA) with Group 4 Architecture, Research + Planning, Inc. The Final Conceptual Plan, shaped by extensive community input, proposes a phased approach to balance recreational, competitive, and instructional aquatic needs while maintaining financial sustainability.

Current Status:

- **Design Progress:** Phase 1 of planning and design is complete, including pre-design studies, conceptual design, financial analysis, and community outreach.
- **Community Engagement:** Over 1,600 community members participated in the latest outreach efforts, reaffirming strong public interest in features such as a lazy river, waterslides, and an indoor pool option.
- **Council Options:** The City Council is considering conceptual plan designs along with a menu of options for amenities requested and identified by residents. The conceptual design will be presented with the fiscal impacts that the menu of options would have on the base project buildout.
- **Funding & Financials:** Measure V includes funding of \$55 million for the Aquatic Center which may be combined with additional funds from developer contributions.

Next Steps:

Pending City Council approval, the project will transition into Phase 2, which includes schematic design, design development, and construction documentation. Construction is expected to commence in 2026, with a projected grand opening in July 2028.

Ritter Family Ball Park Renovation & Nature Park

The Nature Park and Ritter Family Ball Park Renovation projects each have previously allocated Measure V funding—\$1,000,000 and \$3,000,000, respectively. However, there has been no activity on either project to date as staff has prioritized the planning and development of \$150 million in capital improvements between the Multi-Generational Recreation Center and Aquatic Center, along with other fully funded capital projects, including Gretchen Talley Park Phase 3 and the Clyde Bland Park BMX Pump Track.

Given current workload and project priorities, it may be several fiscal years before substantial progress can be made on the Tracy Nature Park and Ritter Family Ball Park Renovation projects. Staff will continue to assess available resources and will revisit timelines as capacity allows.

FISCAL IMPACT

There is no fiscal impact associated to this item. However, any updates to Council priorities on the use of Measure V funds will be included with the proposed FY2025-26 Operating and Capital Budget.

STRATEGIC PLAN

This agenda item supports Governance Strategic Goal 3: Ensure Short and Long-term Financial Sustainability.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council receive an update on the Measure V revenue projections, current spending plan and provide direction to staff regarding priorities.

Prepared by: Felicia Galindo, Budget Officer

Reviewed by: Sara Castro, Director of Finance
Karin Schnaider, Assistant City Manager
Andrew Shen, Interim City Attorney

Approved by: Arturo M. Sanchez, Assistant City Manager

ATTACHMENTS

Attachment A – Actions by Council to commit Measure V funds

Attachment B - Measure V Forecast

Date	Action
October 30, 2017	<ul style="list-style-type: none"> ▪ Council prioritized Measure V projects <ul style="list-style-type: none"> ○ Aquatics Center, ○ Legacy Fields, ○ Multi-Generational Recreation Center (“Multi-Gen Rec Center”), ○ Library ○ Ritter Family Ball Park ▪ Committed 50% of all Measure V funds for debt to finance these amenities (Legacy Fields \$10 million; Aquatic Center \$30 million; Multi-Gen Rec Center \$40 million), 25% to pay-as-you-go amenities and 25% to operating and maintaining these amenities,
December 19, 2017	<ul style="list-style-type: none"> ▪ Approve Measure V funding for Senior Accountant (0.5 FTE) (<i>Resolution 2017-273</i>)
March 6, 2018	<ul style="list-style-type: none"> ▪ Council approved major community amenity projects to be funded by Measure V and allocated Measure V funds in the following amounts (<i>Resolution 2018-043</i>) <ul style="list-style-type: none"> ○ \$4 million (planning and design for the Multi-Gen Rec Center), ○ \$1 million (design for Aquatics Center) ○ \$1.5 million (design contract to complete Phase 1 at Legacy Fields). ○ Approve Measure V funding for Parks Planning & Development Manager (1 FTE) ▪ Council approved a construction contract to construct Phase 1C of Legacy Fields. This included an appropriation of \$3.6 million from Measure V funds. (<i>Resolution 2018-044</i>)
July 17, 2018	<ul style="list-style-type: none"> ▪ Council awarded construction contract to renovate the Lolly Hansen Senior Center, which included over \$950,000 in committed Measure V funds. (<i>Resolutions 2018-021 and 2018-141</i>)
July 17, 2018	<ul style="list-style-type: none"> ▪ Council approved a construction contract to construct Phase 1D of Legacy Fields. This included an appropriation of \$4.9 million from Measure V funds. (<i>Resolution 2018-146</i>)
September 18, 2018	<ul style="list-style-type: none"> ▪ Approve Measure V funding for Senior Maintenance Worker-Parks (1 FTE) (<i>Resolution 2018-197</i>)
March 5, 2019	<ul style="list-style-type: none"> ▪ Council directed staff to fund the City amenities (Aquatic Center and Multi-Generational Recreation Center) through a “pay-go” approach; in lieu of debt financing, funds would be accumulated over time.
May 21, 2019	<ul style="list-style-type: none"> ▪ Council approves land purchase from Wastewater Fund for expanded park land at Legacy Fields, \$1.8M (<i>Resolution 2019-104</i>)

Date	Action												
	<ul style="list-style-type: none"> ▪ Ratified, by motion, August 18, 2020 												
November 5, 2019	<ul style="list-style-type: none"> ▪ Developer presented Aquatic Center Final Conceptual Plan funding scenarios of \$54M, \$80M and \$130M. ▪ Council, by motion, established a total not-to-exceed budget of \$65M (\$55M in Measure V and \$10M in Developer's Contribution) for the Aquatic Center 												
November 19, 2020	<ul style="list-style-type: none"> ▪ Council confirms Measure V project priorities and approves funding allocations. (<i>Resolution 2019-232</i>) <table border="1" data-bbox="607 541 1344 787"> <thead> <tr> <th data-bbox="607 541 950 577">Project</th> <th data-bbox="950 541 1143 577">Amount</th> <th data-bbox="1143 541 1344 577">Timeline</th> </tr> </thead> <tbody> <tr> <td data-bbox="607 577 950 646">Aquatic Center</td> <td data-bbox="950 577 1143 646">\$55M</td> <td data-bbox="1143 577 1344 646">2019-2024</td> </tr> <tr> <td data-bbox="607 646 950 716">Multi-Gen Rec Center</td> <td data-bbox="950 646 1143 716">\$40M</td> <td data-bbox="1143 646 1344 716">2024-2028</td> </tr> <tr> <td data-bbox="607 716 950 787">Operations & Maintenance</td> <td data-bbox="950 716 1143 787">\$40M</td> <td data-bbox="1143 716 1344 787">2024-2037</td> </tr> </tbody> </table> <p data-bbox="607 793 1372 863">Note: Timelines may shift based on future Council direction regarding pay-go projects.</p>	Project	Amount	Timeline	Aquatic Center	\$55M	2019-2024	Multi-Gen Rec Center	\$40M	2024-2028	Operations & Maintenance	\$40M	2024-2037
Project	Amount	Timeline											
Aquatic Center	\$55M	2019-2024											
Multi-Gen Rec Center	\$40M	2024-2028											
Operations & Maintenance	\$40M	2024-2037											
June 16, 2020	<ul style="list-style-type: none"> ▪ Council approves one-time use of Measure V to fund General Fund deficit resulting from the COVID-19, \$2.2M. Council directs staff to repay the funds within three years. (<i>Resolution 2020-105</i>) 												
August 18, 2020	<ul style="list-style-type: none"> ▪ Council approved the Aquatic Center Final Conceptual Plan with a not-to-exceed budget of \$65 million, including contingency and soft costs, \$55M from Measure V and \$10M from Developer's Contribution. (<i>Resolution 2020-154</i>) 												
December 15, 2020	<ul style="list-style-type: none"> ▪ Council approved \$500,000 Small Business Grant; returning for further discussion for funding at midyear. (<i>Resolution 2020-215</i>) 												
<p data-bbox="228 1312 540 1381">March 23 (capital five year plan approval)</p> <p data-bbox="228 1381 540 1451">May 16 (budget approval)</p>	<ul style="list-style-type: none"> ▪ Legacy <i>Fields</i>: Per Council direction, staff will proceed with construction of Phase 1E including optional improvements for \$17.1 million using debt financing funded by Measure V. Bid documents will be finalized and the project will be put out to bid in Fall 2021. Construction is estimated to take 12-18 months with completion tentatively set for Fall/Winter 2022. <p data-bbox="651 1549 987 1585"><u>Phase 1E Scope of Work</u></p> <ol style="list-style-type: none"> <li data-bbox="651 1585 1321 1654">a. Eastern Wagon Wheel Improvements (to match Western Wagon Wheel) <ol style="list-style-type: none"> <li data-bbox="699 1654 1230 1690">1. Fields 3, 4 and 5 fencing and paving <li data-bbox="699 1690 1036 1726">2. Renovation of Field 1 <li data-bbox="699 1726 1036 1761">3. Renovation of Field 2 <li data-bbox="699 1761 1372 1831">4. Paving, parking lot access and shade structures for all fields <li data-bbox="699 1831 1360 1866">5. Restroom/Concession Building and plaza area <li data-bbox="699 1866 1284 1902">6. Electrical infrastructure work for all fields 												

Date	Action
	<ul style="list-style-type: none"> 7. Sport field and pathway lighting b. Parking Lot Improvements <ul style="list-style-type: none"> 1. Pave and stripe four (4) existing gravel parking lots 2. Underground electrical infrastructure work for future vehicle charging stations 3. Construct new secondary exit at southern end of complex 4. Construct (1) overflow gravel parking lot fully improved overflow parking lot to the northwest of the soccer fields 5. Roadway & Sidewalk Top Seal 6. Slurry seal and stripe spine road 7. Slurry seal and repair existing asphalt sidewalk c. Wayfinding, Signage & Sponsorship Opportunities Package <ul style="list-style-type: none"> 1. Vehicular Approach and Experience 2. Pedestrian Approach and Experience 3. Field Identification Markers 4. Informational Kiosks, Photo ops, Branding d. Other Critical Improvements <ul style="list-style-type: none"> 1. Sump pump to address flooding along Tracy Boulevard 2. Electrical improvements to Maintenance Yard <ul style="list-style-type: none"> ▪ <i>Multi-Generational Recreational Center:</i> Per Council direction, staff will proceed with a phased approach to constructing this project with Phase 1 completion goal of 2023. Phase 1 includes \$3.9 million of committed Measure V funding, \$4 million in public benefit money from Prologis, and another \$17 million from Measure V (estimated budget for Phase 1 is \$24.9 million). Staff will return to the City Council with a request for policy direction on the project including site selection and scope of Phase 1. After the scope and site location are determined, staff will issue a Request for Proposals (RFP) to begin design of Phase 1. The remaining phase(s) will be on hold until additional funding is available after 2028 and the completion of the Aquatics Center; estimated total not to exceed budget of \$40 million. ▪ <i>Aquatics Center:</i> Per Council direction, staff will continue to work on a phased approach to the Aquatics Center project with Surland Communities, LLC (Developer). Depending on Council direction, a phasing plan could see the Phase 1 open by 2026. Phase 2 would be completed by 2028 for the total not to exceed budget of \$65 million, including contingency and soft costs; funded from \$55 million of Measure V and \$10 million in developer contribution.

Date	Action
	<ul style="list-style-type: none"> ▪ <i>Nature Park</i>: The Nature Park is now considered a Measure V major amenity project as a “future funded” in 2030 outside the five-year CIP Outlook. There is approximately \$375,000 in the budget from the Swainson’s Hawk Habitat Mitigation Fund that can be used for initial planning this project. Staff is still working on determining if this funding can be spent on design and/or construction. Also, there may be an opportunity to utilize other community benefit funds in the amount of \$200,000 from the Holly Commerce project. Should Council decide to allocate this community benefit money, staff can return with options for project planning that may include, amongst other things, partnering with a nursery to purchase and maintain tree seeds for future use contract grow trees for the project. This strategy is common practice for landscape projects that have long timeline for completion or site conditions that do not allow for trees to be planting for a substantial amount of time.
November 2, 2021	<ul style="list-style-type: none"> ▪ Legacy Fields Bond Financing – Per Council direction staff to proceed with a tax-exempt lease revenue bond financing for Legacy Fields Measure V amenity, \$21 million of construction proceeds with a 15-year repayment term. The estimated annual lease payment of \$1.6 million dollars will be funded through General Fund Measure V Sales Tax. The estimated lease payments are based on current market rates and subject to change based on market conditions at the time of sale.
February 22, 2022	<ul style="list-style-type: none"> ▪ Council Direction from Measure V Special Meeting: ▪ Committed \$1 million of Measure V to Nature Park for the design of phase 1 ▪ Allocated \$40 million (\$31 million from Measure V and \$9 million other sources) to the Multi-Generational Recreation Center project and proceed with one phase only of construction. ▪ Expansion of debt financing to include the Rec Center for \$31 million and commit Measure V reserves to the Aquatic Center’s \$55 million (City)budget and avoid phasing of the project. ▪ Commit \$3 million in Measure V funds to begin the feasibility and design study of Ritter Family Ball Park.
April 5, 2022	<ul style="list-style-type: none"> ▪ Council approved issuance and sale of bonds in the Aggregate Principal Amount of Not-To-Exceed \$22,000,000 by the Tracy Public Financing Authority to provide financing for public improvements to be owned and operated by the City (Legacy Fields)

Date	Action
June 24, 2022	<ul style="list-style-type: none"> ▪ Council adopted resolution 2022-087 authorizing the commitment of Measure V Funds for specified purposes, for the amended FY 2021/22 Annual Budget and the Proposed FY 2022/23 Annual Budget – direction provided from February 22, 2022, Meeting ▪ Approved funding for news Parks Coordinator from Measure V
July 5, 2022	<ul style="list-style-type: none"> ▪ Council adopted a resolution declaring El Pescadero Park as the site location for the Multi-Generational Recreation Center
April 18, 2023	<ul style="list-style-type: none"> ▪ Council approved (Reso 2023-067) one-time funding of \$600,000 to the Parks and Recreation Department for the purchase of equipment to maintain and operate Legacy Fields ▪ And the addition of (1) Senior Maintenance Worker, and (4) Maintenance Workers to be funded through Measure V
December 5, 2023	<ul style="list-style-type: none"> ▪ Council by motion approved a proposed funding plan for the Multi-Generational Recreation Center project (CIP 78178), which plan includes future appropriations from Impact Fees and Transit funds and an authorization to proceed with lease revenue bond financing against Measure V funds in the amount of \$54,000,000.
May 21, 2024	<ul style="list-style-type: none"> ▪ Council approved issuance and sale of bonds in the Aggregate Principal Amount of Not-To-Exceed \$60,000,000 by the Tracy Public Financing Authority to provide financing for the acquisition and construction of the Multi-Generational Recreation Center, improvements to El Pescadero Park and related public improvements. (Reso 2024-078)

	Revenues	Actuals FY2017 - FY2024	Budget FYE 2025	Projected FYE 2026	Projected FYE 2027	Projected FYE 2028	Projected FYE 2029	Projected FYE 2030	Projected FYE 2031	Projected FYE 2032	Projected FYE 2033	Projected FYE 2034
Revenue												
Measure V Local Sales Tax	248,103,074	82,256,272	12,025,694	11,908,065	12,268,961	12,391,651	12,515,567	12,640,723	12,767,130	12,894,801	13,023,749	13,153,987
	\$ 248,103,074	\$ 82,256,272	12,025,694	11,908,065	12,268,961	12,391,651	12,515,567	12,640,723	12,767,130	12,894,801	13,023,749	13,153,987
Expense/Actuals/Committed Funds												
Operations and Maintenance for Amenities:												
Finance												
.50 Senior Accountant	1,671,024	246,360	99,029	102,847	105,715	106,772	107,840	108,918	110,007	111,108	112,219	113,341
Parks & Recreation												
1.0 Parks Planning Development Manager	4,629,506	1,191,469	242,884	248,773	254,727	257,274	259,847	262,445	265,070	267,720	270,398	273,101
1.0 Parks Coordinator	3,242,529	76,858	223,088	228,772	234,620	236,966	239,336	241,729	244,147	246,588	249,054	251,544
PT Hours (Rec Management)	1,524,203	36,443	104,030	107,151	110,365	111,469	112,584	113,710	114,847	115,995	117,155	118,327
Legacy Fields Operations												
2.0 Senior Maintenance & 4.0 Maintenance												
Workers Parks	13,571,943	674,755	770,772	923,729	968,518	978,203	987,985	997,865	1,007,844	1,017,922	1,028,101	1,038,382
Operational Expenses	4,096,915	517,658	333,746	251,320	258,860	261,449	264,063	266,704	269,371	272,064	274,785	277,533
MultiGen Recreation Center												
1.0 Administrative Assistant	1,775,179	-	-	71,500	147,290	148,763	150,251	151,753	153,271	154,803	156,351	157,915
2.0 Recreation Coordinators	4,029,855	-	-	162,313	334,365	337,708	341,086	344,496	347,941	351,421	354,935	358,484
1.0 Maintenance Worker	1,748,452	-	-	70,424	145,072	146,523	147,988	149,468	150,963	152,473	153,997	155,537
1.0 Senior Building Maintenance Worker	1,886,196	-	-	75,972	156,501	158,066	159,647	161,243	162,856	164,484	166,129	167,791
PT Hours (Rec Management)	1,110,590	-	-	86,000	88,580	89,466	90,360	91,264	92,177	93,098	94,029	94,970
PT Hours (Maintenance)	400,329	-	-	31,000	31,930	32,249	32,572	32,898	33,226	33,559	33,894	34,233
Estimated FY26 Opening	13,873,236	-	-	-	1,100,000	1,129,700	1,160,202	1,191,527	1,223,699	1,256,738	1,290,670	1,325,518
Aquatics Center												
Estimated FY29 Opening	23,082,304	-	-	-	-	-	2,300,000	2,362,100	2,425,877	2,491,375	2,558,643	2,627,726
Small Business Small Business Relief Grant	500,000	500,000										
Operational Expense Subtotal	77,142,261	3,243,542	1,773,548	2,359,800	3,936,544	3,994,609	6,353,760	6,476,121	6,601,294	6,729,350	6,860,361	6,994,403
Capital Projects In Progress:												
Aquatic Center												
Aquatic Center (CIP 78054)	55,000,000	54,862,631	137,369									
MultiGen Recreation Center												
MultiGen Recreation Center (CIP 78178)	4,000,000	4,000,000										
Future Projects: (not fully funded)												
Nature Park												
Nature Park (CIP 78186)	1,000,000	1,000,000										
Ritter Family Ball Park												
Ritter Family Ball Park (CIP 78187)	3,000,000	3,000,000										
Completed Projects:												
Legacy Fields												
Legacy Fields land purchase	1,833,600	1,833,600										
Legacy Fields Sports Complex (CIP 78163)	3,662,068	3,662,068										
Legacy Fields Sports Complex (CIP 78164)	6,393,428	6,393,428										
Senior Center												
Senior Center Construction Contract (CIP 78155)	949,939	949,939										
Capital Project Expense Subtotal	75,839,035	75,701,666	137,369									
Debt service:												
Lease Revenue Bond												
Legacy Fields (CIP 78185) 15 Year Bond	24,824,563	3,311,063	1,657,125	1,653,875	1,653,500	1,655,750	1,655,500	1,652,750	1,657,250	1,653,875	1,657,500	1,653,000
MultiGen Recreation Center (30 Year Bond)	39,627,356	-	2,087,330	3,127,138	3,128,888	3,128,638	3,126,388	3,127,013	3,130,263	3,126,138	3,129,513	3,130,138
Debt Expense Subtotal	64,451,919	3,311,063	3,744,455	4,781,013	4,782,388	4,784,388	4,781,888	4,779,763	4,787,513	4,780,013	4,787,013	4,783,138
Grand Total	\$ 217,433,214	\$ 82,256,272	\$ 5,655,372	\$ 7,140,813	\$ 8,718,931	\$ 8,778,997	\$ 11,135,648	\$ 11,255,884	\$ 11,388,806	\$ 11,509,362	\$ 11,647,374	\$ 11,777,541
Projected Un-Committed	\$ 30,669,860		6,370,322	4,767,252	3,550,030	3,612,654	1,379,920	1,384,839	1,378,324	1,385,439	1,376,376	1,376,446

	Projected FYE 2035	Projected FYE 2036	Projected FYE 2037
Revenue			
Measure V Local Sales Tax	13,285,527	13,418,382	13,552,566
	13,285,527	13,418,382	13,552,566

Expense/Actuals/Committed Funds

Operations and Maintenance for Amenities:

Finance			
.50 Senior Accountant	114,474	115,619	116,775
Parks & Recreation			
1.0 Parks Planning Development Manager	275,833	278,591	281,377
1.0 Parks Coordinator	254,060	256,600	259,166
PT Hours (Rec Management)	119,510	120,705	121,912
Legacy Fields Operations			
2.0 Senior Maintenance & 4.0 Maintenance Workers Parks	1,048,766	1,059,254	1,069,846
Operational Expenses	280,308	283,111	285,942
MultiGen Recreation Center			
1.0 Administrative Assistant	159,494	161,089	162,700
2.0 Recreation Coordinators	362,069	365,690	369,347
1.0 Maintenance Worker	157,093	158,664	160,250
1.0 Senior Building Maintenance Worker	169,468	171,163	172,875
PT Hours (Rec Management)	95,919	96,879	97,847
PT Hours (Maintenance)	34,576	34,921	35,271
Estimted FY26 Opening	1,361,307	1,398,063	1,435,810
Aquatics Center			
Estimated FY29 Opening	2,698,674	2,771,539	2,846,370
Small Business Small Business Relief Grant			
Operational Expense Subtotal	7,131,552	7,271,887	7,415,490

Capital Projects In Progress:

Aquatic Center

Aquatic Center (CIP 78054)

MultiGen Recreation Center

MultiGen Recreation Center (CIP 78178)

Future Projects: (not fully funded)

Nature Park

Nature Park (CIP 78186)

Ritter Family Ball Park

Ritter Family Ball Park (CIP 78187)

Completed Projects:

Legacy Fields

Legacy Fields land purchase

Legacy Fields Sports Complex (CIP 78163)

Legacy Fields Sports Complex (CIP 78164)

Senior Center

Senior Center Construction Contract (CIP 78155)

Capital Project Expense Subtotal - - -

Debt service:

Lease Revenue Bond

Legacy Fields (CIP 78185) 15 Year Bond 1,655,250 1,654,000 1,654,125

MultiGen Recreation Center (30 Year Bond) 3,128,013 3,128,013 3,129,888

Debt Expense Subtotal 4,783,263 4,782,013 4,784,013

Grand Total \$ 11,914,815 \$ 12,053,900 \$ 12,199,502

Projected Un-Committed 1,370,712 1,364,482 1,353,064

Agenda Item 3.C

RECOMMENDATION

Staff recommends that the City Council discuss, consider actions to accept a donation from Integral Communities for a public art sculpture and installation in the public right-of-way on the roundabout at Corral Hollow Road and Sierra View Drive Intersection, and provide direction.

EXECUTIVE SUMMARY

Integral Communities, Inc. has proposed the donation of a large-format sculpture to the City Art Collection to be known as the Tracy Hills Sculpture Project. The Sculpture's proposed location is in the City's right-of-way within the boundaries of the new roundabout constructed at the intersection of Corral Hollow Road and Sierra View Drive, to the south of Interstate I-580.

Staff is requesting that the City Council discuss and consider and provide direction on the proposed art donation from Integral. This staff report discusses the Sculpture and associated roundabout signage proposed by Integral in relation to issues raised by the City's Civic Arts Plan, the City's Sign Ordinance, and the City's Donation Policy. Specifically, the City Council is being asked to consider and provide direction related to the following requests from Integral:

- 1) whether to approve the installation of the Sculpture in the City right-of-way;
- 2) whether to approve the installation of the "Tracy Hills" signage in the City's right-of-way; and
- 3) whether to accept the Sculpture donation by Integral.

BACKGROUND AND LEGISLATIVE HISTORY

In 1995, the City of Tracy began investing in art and objects for the betterment of the community. In 1999, the City Council adopted Resolution 99-337 to establish the Cultural Arts Master Plan, and on January 7, 2003, the City Council adopted the Civic Art Plan (CAP) (Attachment A) through Resolution 2003-002.

On July 20, 2021, through Resolution 2021-108, the City Council adopted the City's Donation Policy (Attachment B), setting additional standard requirements discussed further below.

In November 2022, Integral contacted the Community and Economic Development Department (CED) to propose a public art project that they wished to donate to the City Art Collection as a good-faith contribution to the community. This project is a donation outside the requirements outlined in the Tracy Hills Specific Plan and Development Conditions of

Approvals. The CED staff consulted with the Cultural Arts Division and advised Integral on the proposal submission process and the necessary requirements for donating public art.

On January 10, 2023, Integral presented its proposal for public art to the Tracy Arts Commission (TAC) to gauge community support for the project and to receive the required approval from the Commission for the art per the City's adopted Civic Arts Plan. Cultural Arts Supervisor, William Wilson provided a staff report and proposal review worksheets to TAC during the February 14, 2023 meeting for evaluation. Integral provided a presentation of the Sculpture's concept (Attachment C). TAC evaluated the proposal based on three criteria: artistic and/or educational excellence, community history and culture, and ability to fulfill the project. The Commission rated the proposal 57 out of 60 possible points and unanimously supported the concept plan for the Sculpture.

Following this action, Integral commissioned Jagged Edge Metal Art and Design (Artist) of Pilot Hill, CA to provide sculpture fabrication, delivery, and installation of an original thematic work of art for placement at the entrance of the Tracy Hills Development. The Sculpture is designed to be a one-of-a-kind artwork inspired by the Kapok tree of the Amazon forest (Attachment D). Conceptually the sculpture is designed to reflect the community and surrounding environment of Tracy, CA. The tree will be 30' to 32' in height and diameter, with a base, tapering trunk, branches and leaves built from 304 stainless steel with a mirror-polish finish. With reflective surfaces similar to travel trailers and automobile bumpers, embedded in colorful glass rocks, and an internal LED lighting system, the Sculpture will provide viewing both from afar and close by, in both the day and night.

In 2023, Integral requested that the City Council consider their donation of the Sculpture. They withdrew their request in 2024 while the City and Integral completed necessary actions to support the final maps for Tracy Hills Phase 2A. In 2025, Integral resubmitted their request to donate the Sculpture to the City's Art Collection and install the Sculpture and Tracy Hills sign within the City's right-of-way. Integral has proposed the site location in the City's right-of-way on the roundabout located at the intersection of Corral Hollow Road and Sierra View Drive at the entrance to the Tracy Hills subdivision located south of the I-580. The full proposed design of the roundabout art installation includes adding a sign identifying the Tracy Hills development. The Sculpture would be incorporated into the maintenance agreement between the City and Integral, including its successors, and ultimately be maintained by the Homeowner's Association (HOA).

ANALYSIS

Staff is requesting that the City Council discuss and consider the proposed donation from Integral and installation in the City's right-of-way. This staff report discusses the Sculpture and associated roundabout signage proposed by Integral in relation to the City's Civic Arts Plan, the City's Sign Ordinance, and the City's Donation Policy. In addition, staff considered other safety factors in its recommendations to the City Council.

The City Council is being asked to consider and provide direction related to the following:

- 1) whether to approve the installation of the Sculpture in the City right-of-way;
- 2) whether to approve the installation of the “Tracy Hills” signage in the City’s right-of-way; and
- 3) whether to accept the donation by Integral.

Civic Arts Plan (CAP)

Section Four of the CAP discussed potential locations for public art. While past documentation of the approval process for past art installations’ sites on City property is limited, staff has a practice of reviewing and recommending the final sites for public art installation on City property and rights-of-way. Included in the development of the CAP, the City contemplated site selection and prioritized City entryways, facilities, and parks for installation of public art. To refine these site selections, an *Entryway Subcommittee* narrowed the site locations for City entryways to the following pre-approved sites list:

A. Entry Monuments (page 6-7 of CAP)

1. Locations

A critical component of the planning process involved working with the Cultural Arts Commission’ s sub-committee to assist in the development of a design approach for entry monuments that will become a cornerstone of the City of Tracy’s civic art program The sub-committee identified potential locations at various entrance points to the community, these include:

- *The 11th Street Bridge or Chrisman Rd. and 11th Street*
- *Paradise Rd and I-205*
- *Corral Hollow Rd and I-580 or I-580 and Chrisman Road*
- *11th Street and I-205*

The CAP further defines the South Entry Monument for the Corral Hollow Road and I-580 site location as located within “*Tracy Hills Master Development or Specific Plan.*” (Section IV.A.2.d) The developer proposed site of the roundabout at the intersection of Corral Hollow Road and Sierra View Drive is located within the Tracy Hills Specific Plan, which is consistent with site recommendations in the CAP.

Section Five of the CAP discussed the various approaches for funding public art. The CAP considered donations, gifts, loans, and fee which would come from a diverse range of individuals, private and public institutions, organizations, and community groups, as well as State, Federal, and foreign governments. Successful examples that have emerged from this process include City initiated and funded, privately funded and donated, or a combination thereof for art received or commissioned by the City. In particular, Section V.B outlines funding from Private Development, such as Integral. These approaches

included creation of development standards or mandates for art, establishment of an art fee, and/or the establishment of incentive programs to encourage art. While the donations and gifts are contemplated throughout the CAP, this was not an explicit approach outlined in the CAP for Private Development. It is however, an explicit approach for Public/Private Partnership. Section V.C: Grants, Gifts, and Corporate Sponsorship: Strategic Partnerships, *"It is recommended that the civic art staff person work with the members of the Arts Commission to develop corporate and foundation partnerships that could yield funding or other types of support for future projects."* At this time, the City does not have a formal process for funding art as suggested in Section Five. The City has not adopted a fee or other funding approach for public art on Private Development projects. Additionally, the City does not have a formal Corporate Sponsorship program. Staff cannot definitively state that the CAP considered donations from Private Development as a funding method for public art; however, it cannot rule out that it could be considered. Nonetheless, the City Council has the power to accept a donation of privately funded art if so desired.

Sign Ordinance

Integral's complete design of the art installation includes adding the words, "Tracy Hills" on the short wall surrounding the Sculpture. While neighborhood identification is commonly seen throughout the City, the distinction here is that the sign is located in the City's right-of-way which is prohibited by the City's sign ordinance, Section 10.08.4490(h).¹ Given this restriction, Staff cannot recommend the addition of the words "Tracy Hills" to the roundabout since it would constitute a prohibited sign in the public right-of-way. Staff would not recommend any exemption or modification of the City's Sign Ordinance without a thorough analysis of the potential impacts Citywide.

Donation Policy

Integral is proposing to donate the Sculpture to the City to be added to the City's Art Collection. While Integral has requested a permanent installation of the Sculpture on the roundabout at intersection of Corral Hollow Road and Sierra View Drive, Integral acknowledges that its donation is unrestricted; meaning the donor did not place any requirements that must be met, such as to location, use, or permanency. To formally accept the donation, a donation agreement would be required to identify the terms and conditions of the donation, and to include maintenance requirements, appropriate insurance and indemnity provisions, and other provisions necessary to protect the City.

Currently, Integral's offer to donate to the City is inconsistent with the City's Donation

¹ Section 10.08.4440 defines "sign" as "any medium, including its structure and component parts, which is used, or intended to be used, to attract attention to the subject matter for advertising purposes, announcement, declaration, demonstration, display, projected image, illustration, insignia, surface, object, or space when erected, or background including painted in contrasting colors, or maintained in view of the general public for identification, advertisement, or the promotion of the interests of any person, entity, product, or service."

Policy, Section 2.7, which states: “*Donations may not be accepted from any individual or entity that has an application for any discretionary approval pending with the City. Additionally, donations may not be accepted from any individual or entity that could benefit in any way from a pending and/ or upcoming Council policy decision.*” Integral is the major developer for the Tracy Hills Specific Plan and Development Agreement areas. It is anticipated that several discretionary approvals and/or Council policy decisions will arise this year and in the future.

The Donation Policy, as written, would prohibit staff from recommending the acceptance of the Sculpture donation from Integral. Staff recommended an encroachment permit to Integral that would allow for the installation of the Sculpture in the public right-of-way, but Integral would remain the owner of the Sculpture. Integral prefers to donate the Sculpture. As an alternative, the Council may consider an exemption for this donation and/or a modification of the Donation Policy to allow for a donation of the Sculpture from Integral.

Recommendation

City staff has reviewed the TAC recommendation to accept the Sculpture as commissioned by Integral and Integral’s proposal for the installation in the City’s right-of-way. Staff has concluded that the use of durable and low-maintenance materials is appropriate for this application. Staff evaluated the Sculpture’s design in relation to the roundabout area and the natural environment. Additionally, staff evaluated the Sculpture in relation to traffic safety and risk at the proposed roundabout and finds they meet current standards. To preserve the integrity of the Sculpture and to avoid pedestrian hazards, the Sculpture viewing will be restricted with access to the roundabout prohibited. Staff has proposed that Integral also include a sign with information related to the Sculpture and Artist on one of the corners on Sierra View Drive where the art may be viewed from a stationary vantage point.

City staff has reviewed the proposal and the technical requirements of the Sculpture and supports the TAC recommendation to allow for the Sculpture to be installed in the City’s right-of-way on the roundabout at the intersection of Corral Hollow Road and Sierra View Drive. Staff does not recommend acceptance of the Sculpture into the City’s Art Collection by way of donation from Integral, because the action conflicts with the City’s Donation Policy. Likewise, staff cannot support the associated sign due to the conflict with Tracy Municipal Code Section 10.08.4490(h). Staff recommends that Integral pull an encroachment permit to allow for the installation of the Sculpture in the public right-of-way and Integral would remain the owner of the Sculpture.

Alternatives

Alternative 1: The City Council may consider an exemption and/or amend the Donation Policy to allow for a donation from a private development company with pending and anticipated future projects requiring discretionary City approvals.

Option 1: The City Council, by motion, can direct staff to return with a resolution to do a one time exemption to allow for Integral to donate the Sculpture. Staff will capture the Council's reason in the resolution.

Option 2: The Council, by motion, can direct staff to modify the language in the Donation Policy. For example, the Council could strike, "Donations may not be accepted from any individual or entity that has an application for any discretionary approval pending with the City. Additionally, donations may not be accepted from any individual or entity that could benefit in any way from a pending and/ or upcoming Council policy decision." Council may chose alternative language. An example, "Donations that create or appear to create a conflict of interest are strictly prohibited. Any donation that might influence the City's decision-making for personal, financial, or political gain, or that might affect the impartiality of City officials, employees, or contractors, will not be accepted."

Alternative 2: Staff analysis and recommendation for the installation of the Sculpture was limited to the site location proposed by Integral and considered by TAC. The CAP contemplated public art in the Tracy Hills master development and Tracy Hills Specific Plan, which aligns with Integral's proposed site. However, the Tracy Hills Specific Plan identified different sites within the development for public art. Page D-26 of the Specific Plan shows an anticipated art sculpture one block in from Corral Hollow Road at White Hart Road and two interior traffic circles. (Attachment E) In addition, the CAP also contemplated public art in City facilities, parks, and private development. Staff would need a motion to proceed with direction to staff to consider a different site location for the Sculpture.

Alternative 3: The Council may provide any other direction to the staff.

CEQA DETERMINATION

An Environmental Impact Report (EIR) was certified by the City Council on April 5, 2016, for the Tracy Hills Specific Plan in accordance with the requirements of the California Environmental Quality Act (CEQA) and the CEQA Guidelines. An Addendum to the EIR was prepared in accordance with the provisions of CEQA Guidelines Sections 15162 and 15164 to address the General Plan Amendment, Tracy Hills Specific Plan Amendment, and the Vesting Tentative Subdivision Map for the Tracy Hills Phase 2 Project, which was approved by the City Council on October 19, 2021. The Tracy Hills Sculpture Project is part of a series of subsequent discretionary actions, and therefore, not considered to be a separate project for purposes of CEQA review as defined in CEQA Guidelines Section 15378(c).

Pursuant to CEQA Guidelines Section 15162, there is no change in circumstance, additional information, or project changes that would warrant additional environmental review. The Tracy Hills Sculpture Project is limited to the construction of a tree-shaped

sculpture that would be located within the public right-of-way in the center of a roundabout in the Tracy Hills Phase 2 area. The subdivision design, including the public right-of-way and the subject roundabout, was approved as part of the Vesting Tentative Subdivision Map for Tracy Hills Phase 2. The approximately 30 to 32-foot height and 30-foot diameter of the proposed tree sculpture would be comparable in height and diameter of a mature tree that would otherwise occupy the same space and does not exceed the height limit in the Specific Plan for this area at 35 feet. All potential environmental impacts associated with the project have been addressed by the Tracy Hills EIR and Addendum to the EIR for the Tracy Hills Phase 2 project. Therefore, no further environmental review is necessary.

FISCAL IMPACT

Integral and subsequently the HOA, upon final formation and annexation into the City's Community Facilities District (CFD), will be responsible for maintaining the Sculpture, including all costs associated with the maintenance and operation of the asset. Tracy Hills Phase 2 is required to establish a funding mechanism to cover ongoing costs of operations, maintenance, and replacement for public landscaping and amenities at a high-quality service level which includes the costs associated with the maintenance of the Sculpture. Should the HOA fail to meet its maintenance responsibilities for the public right-of-way landscaping and/or the Sculpture, the City may activate the dormant CFD and begin levying assessments against the property owners while assuming the maintenance responsibilities.

Integral has indicated the Sculpture's value is \$500,000. The asset value and cost of installation, should the City accept the donation, would be reflected in the City's financial records. As owners of the Sculpture, the City would insure the art. However, if the Council were to allow for the installation but did not accept the donation, the asset value and insurance requirement remain with Integral. In the unlikely event the Sculpture is damaged beyond repair, the owner of the art would be responsible for the removal costs of the art.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council discuss, consider whether and how to accept a donation from Integral Communities for a public art sculpture and whether and how to install it in the public right-of-way on the roundabout at Corral Hollow Road and Sierra View Drive intersection, and provide direction.

Prepared by: Karin Schnaider, Assistant City Manager

Reviewed by: Sara Castro, Finance Director
Andrew Shen, Interim City Attorney

Approved by: Arturo Sanchez, Assisting City Manager

ATTACHMENTS

Attachment A: Civic Art Plan with Reso 2003-002

Attachment B: Donation Policy with Reso 2021-108

Attachment C: Tracy Hills Public Art Design Proposal and Specifications

Attachment D: Exhibit for Art Sculpture and RAB

Attachment E: Page D-26 from Tracy Hills Specific Plan

ATTACHMENT A

RESOLUTION 2003-002

ADOPTION OF CIVIC ART PLAN AS RECOMMENDED BY THE CULTURAL ARTS COMMISSION, APPROVE THE FORMATION OF A TASK FORCE TO EXPLORE THE FUNDING OPTIONS PRESENTED IN THE PLAN AND ACCEPT THE CIVIC ART PROGRAM GUIDELINES

WHEREAS, On June 19, 2001, the City Council requested that the Cultural Arts Commission review, evaluate and provide feedback on the draft report and preliminary features for entryway coming into Tracy which were developed by Stantec Consulting, and

WHEREAS, The Cultural Arts Commission formed a subcommittee to meet weekly and as a result conducted a thorough study of entryways and landmarks and presented a recommendation to integrate these within the broader context of Civic Art and community design, and

WHEREAS, On December 18, 2001, City Council, authorized the hiring of a consulting firm to develop a Public Art Master Plan, and

WHEREAS, On May 21, 2002, Jessica Cusick of Cusick Consulting was hired to develop the plan which was completed through interviews with elected officials, community leaders and City staff as well as visits to civic gathering places and potential locations for civic art, and

WHEREAS, The Civic Art Plan was presented to the Cultural Arts Commission at their regular meeting on October 17, 2002, where the Commission approved the Draft Plan and recommended its presentation to the City Council for review and discussion, and

WHEREAS, On November 19, 2002, The Parks and Community Services Department and the Consultant made a presentation to City Council at a workshop to provide the opportunity for the Consultant to present the Draft Civic Art Plan, go through the recommendations presented in the Plan, and answer questions concerning the Draft Plan and show pictures of Civic Art on display in other cities.

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy does hereby: (1) Adopt the Civic Art Plan, (2) Approve the formation of a Task Force to explore funding strategies and (3) Accept the Civic Art Program Guidelines.

ATTACHMENT A

Resolution 2003-002
Page 2

The foregoing Resolution 2003-002 was adopted by the Tracy City Council on the 7th day of January 2003, by the following vote:

AYES: COUNCIL MEMBERS: HUFFMAN, IVES, TOLBERT, TUCKER, BILBREY

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

ABSTAIN: COUNCIL MEMBERS: NONE



Mayor

ATTEST:



City Clerk

CITY OF TRACY

CIVIC ART PLAN

- I. EXECUTIVE SUMMARY**
- II. OVERVIEW OF PLANNING PROCESS**
- III. COMMUNITY CIVIC ART GOALS**
- IV. DETAIL OF CIVIC ART AND DESIGN RECOMMENDATIONS**
- V. FUNDING STRATEGIES**
- VI. IMPLEMENTATION MILESTONES**
- VII. SUMMARY OF RECOMMENDATIONS**
- VIII. APPENDIX**
 - **Interview List**

I. EXECUTIVE SUMMARY

In the last decade cities have begun to take a more active role in quality of life issues such as the arts in an effort to attract and retain an increasingly mobile population. A dynamic cultural community has proven to be a key asset in this regard. As Richard Florida stated in his recent study¹ profiling the elements leading to the success and failure of metropolitan areas: “the leadership should instead develop an environment attractive to the creative class by cultivating the arts, music, night life and quaint historic districts.” The arts, particularly civic art, are proving to be a flexible tool for city building, one that pays substantial dividends. Nationwide, civic art programs are contributing to the economic vitality of cities through the enhancement of the urban environment as well as by fostering a sense of pride and community identity.

Civic or public art programs involve artists in the design of the built environment. Through these programs artists are enhancing public facilities and creating artworks that range from purely decorative to functional, including such items as benches, light fixtures, tree guards, bus shelters and decorative flooring. Every new bridge or overpass, every new park, building or sidewalk presents an opportunity to make the city more appealing. Millions of dollars are spent every year constructing roads, building public facilities and otherwise extending, improving and maintaining infrastructure. Civic art programs leverage those funds by enabling the enhancement of a region’s aesthetic and environmental quality at the same time.

Planning for a civic art program is a complex process, one that requires the active participation of the residents and leadership of a community. The goal is to craft a vision that reflects the desires and concerns of the participants as well as the unique characteristics of the city. In Tracy, the planning process has been able to build upon a remarkable foundation -- the extensive work undertaken by the community during the development of the Cultural Arts Master Plan and the Tracy Tomorrow 2000 report. The dedicated volunteers on the “entryway” sub-committee, as well as the members of the Cultural Arts Commission, have provided committed leadership and vision along with many hours of their time. City staff, in particular the staff of the Parks and Community Services Department, have also been invaluable to the process. They, along with many other members of the community, gave generously of their energy and insight to craft a plan that is in keeping with Tracy’s history and potential.

The plan provides a roadmap for the development of civic art in Tracy over the next five years. It presents the priorities that were identified through the planning process and outlines the components that need to be established to ensure a multi-faceted approach. The plan discusses a variety of funding strategies for the program. At the heart of the plan are twelve recommendations, some of which can be implemented immediately at a low cost to the City, others that will require additional resources. The plan assumes that the program will grow slowly, organically, building upon its successes and as new partnerships and opportunities are identified.

¹ “The Rise of the Creative Class”

II. OVERVIEW OF PLANNING PROCESS

A. Plan Development

Last winter City Council asked the Cultural Arts Commission to develop recommendations regarding a series of potential entry monuments. The Cultural Arts Commission requested that the project be approached within the broader context of civic art and community design. Council concurred and allocated funding for the development of a citywide civic art plan. Cusick Consulting was hired in May 2002 to work with the City and the Arts Commission on the development of this plan.

Over the course of the summer, the consultant made three trips to Tracy to conduct meetings and gather feedback for the plan. The process included interviews with elected officials, community leaders and city staff as well as visits to civic gathering places and other potential locations for civic art and several working sessions with the entry monument sub-committee. In addition, the consultant ran a workshop on civic art for the Cultural Arts Commission and held two public meetings to gather input from artists and other interested residents.

B. Tracy Tomorrow

Tracy recently engaged in an extensive community visioning process, *Tracy Tomorrow 2000*. The resulting document was central to the consultant's early research and helped shape specific avenues of inquiry. For example, the 'Community Enrichment' section contains the following issues related to civic art and community design:

- The lack of cultural opportunities
- The feeling that the cultural arts are an essential part of a well-rounded community
- The need to make downtown more pedestrian friendly
- The need to beautify the core areas of Tracy
- The concern about the appearance of main thoroughfares, landscape and lighting districts, and gateways into the City.

A comprehensive civic art program can assist the City in addressing many of these issues, as well as with the realization of aspects of the Community Enrichment Task Force's overall vision. Specifically civic art can play a role in: "*nurturing a sense of shared identity, helping to enhance downtown and the historic core of Tracy, and using the best of Tracy's heritage to build a brighter future.*" Therefore, a number of recommendations in this plan are directly related to the recommendations of the Community Enrichment Task Force, such as the creation of a Heritage Walk (B.2.b.), making downtown more pedestrian friendly (B.2.d.) and the use of parks, utility easement and storm drains as physical connectors for the community (C2.a.).

C. Defining Characteristics

During the course of the research sessions, the consultant provided information on civic art programs in other communities and asked participants to address the following questions.

- *What do you think are some of the defining characteristics of Tracy?*
- *How do you think Tracy might benefit from a civic art program?*
- *If there were a civic art program in Tracy, what do you feel would be critical to its success?*

The following points were articulated by a majority of the people consulted:

- Downtown performs a critical function as the historic, cultural and civic heart of the community. These qualities could be reinforced through selected civic art projects.
- Tracy has undergone tremendous change over the last few years and there is a certain amount of tension between what is identified as “old” and “new” Tracy. Civic art could help bring people together by providing information on the history of the city and by helping to create a unique visual identity.
- More people are beginning to find jobs in Tracy, versus commuting, however many of the city’s residents still have limited time to participate in civic initiatives. Designing a civic art program that helps promote community involvement will be critical in Tracy.
- Many of Tracy’s neighborhoods are isolated by soundwalls. Civic art could help knit these neighborhoods together by creating reasons for people to visit different parts of the city.
- The private sector needs to partner with the city in developing civic art for the entire community to enjoy.

The goals and recommendations contained in this report were crafted to address the priorities and issues identified by members of the community during the planning process. In addition they reflect current standards and ‘best practices’ in the field of civic art and design.

III. COMMUNITY CIVIC ART GOALS

Civic art projects contribute to the economic vitality of a city in many different ways. The arts can be a partner in the enhancement of the urban environment, bringing innovation and excitement to a range of projects from streetscapes to parks. Civic art fosters a sense of community pride and identity. In Tracy, artists can celebrate the history of the city and build new relationships between the past and the future. They can work to enhance downtown and reinforce the cultural core of the community. As Tracy works to shape a physical identity that reflects its leadership position within the Central Valley, civic art can help define that identity by creating new icons for the community to embrace.

In establishing a civic art program for Tracy, the City hopes to achieve the following:

- To contribute to the quality of life of the residents of Tracy through the creation of high quality civic spaces and access to a broad array of artistic experiences.
- To expand the knowledge and understanding of the community's history and culture.
- To support the economic vitality of the city through increased property values and cultural tourism.
- To reinforce downtown as a cultural destination.
- To foster public/private partnerships for the creation of civic art.

IV. DETAIL OF CIVIC ART AND DESIGN RECOMMENDATIONS

A. Entry Monuments

1. Locations

A critical component of the planning process involved working with the Cultural Arts Commission's sub-committee to assist in the development of a design approach for entry monuments that will become a cornerstone of the City of Tracy's civic art program.

The sub-committee identified potential locations at various entrance points to the community, these include:

- The 11th Street Bridge or Chrisman Rd. and 11th Street
- Paradise Rd and I-205
- Corral Hollow Rd and I-580 or I-580 and Chrisman Road
- 11th Street and I-205

A number of contributing factors led to the selection of these locations including visibility, the availability of publicly owned land, future growth, potential partners, etc. A key factor in the selection of three of the locations is the fact that they include monumental structures (a bridge and highway overpasses) that could support enhancements on a scale that is effective for passing motorists.

2. Design Approach

a. **West Entry Monument**

It is recommended that the City develop a design competition for the creation of an entry monument at the junction of 11th Street and I-205. Potential sites include the overpass structure over I-205, as well as the adjacent large triangle of land owned by Caltrans, or some combination of both. The area is quite large and may need to be improved in phases in partnership with Caltrans.

b. **East Entry Monument**

It is recommended that the City consider enhancing the 11th Street Bridge and transforming it into an entry monument through the addition of decorative streetlights and banners which will create a sense of arrival as people enter the civic center and downtown. By using the same streetlights that are currently being installed in other parts of downtown the project will provide a sense of visual continuity. Four sets of banners, which could be rotated seasonally, would be commissioned through a competitive process restricted to regional artists.

Due to the cost of providing power to the streetlights, these enhancements would optimally take place in conjunction with other planned bridge improvements or repairs, or power might be provided as part of the McArthur Drive project. The City is in the process of hiring a structural engineer to assess the bridge and it is anticipated that a

report on the bridge's condition will be available near the end of the year. When that information becomes available, it will be possible to make a final decision regarding the feasibility of the project and to develop a specific timeline and budget. If the City elects to proceed with the project a request for proposals (RFP) can be issued following the artist selection guidelines in Appendix 2.

Alternatively, the City could set aside land at the intersection of 11th Street and Chrisman Road and develop a design competition (as outlined above in section a) for an entry monument.

c. North Entry Monument

It is recommended that the City develop an entry monument at Paradise Road and I-205 in conjunction with the construction of the planned highway modifications. The timeline for this project would be concurrent with that of the highway improvements. It is further recommended that an artist be selected (through an RFQ process) to work with the City and Caltrans engineering teams designing the modifications so as to maximize the use City civic art dollars.

d. South Entry Monument

It is recommended that the entry monument sub-committee continue to work with City staff to define a specific site near the intersection of Corral Hollow and I-580 for the South Entry Monument. Due to the lack of a planned capital improvement or an obvious partner, this project will most likely be the last to be undertaken by the City. If a civic art fee is adopted by the City then funding for the project may become available as the Tracy Hills section of town develops. Timing on the planning of Tracy Hills would allow the City and the Tracy Hills developer to work out a plan and funding mechanism to include civic art in the Tracy Hills master development or specific plan.

B. Program Components

Key to success in civic art is the establishment of a program that is diverse and inclusive, one that allows for a multiplicity of approaches and aesthetic solutions, to ensure that the resulting artworks are as varied as the community. Over the course of the next five years it is recommended that Tracy build a civic art program that includes a number of different components. Each can be phased in over time so that none places an excessive burden on City staff and resources. Further, the program should strive to develop and support a variety of approaches to civic art, including projects that express a variety of aesthetic and cultural perspectives, projects with a range of budgets, and projects that target artists with different levels of experience and working in different media.

Ultimately the City's program should include the following:

- a series of entry monuments (as outlined above)
- civic art enhancements that are integrated into selected City capital improvement projects.
- civic art enhancements that are integrated into new private sector development.

- a municipal art collection: portable works of art acquired by the City either through gifts or purchases which are displayed in municipal facilities.
- temporary and artist-initiated civic art projects.

These program elements can be developed organically, as opportunities, and/or resources become available. For example, the City is already acquiring a small number of works of art annually. These works form the core of a municipal art collection. Adopting the collection management guidelines will provide the City with a policy framework for the long-term care and further development of what will eventually become a substantial asset for the community. Over time the Cultural Arts Commission can work with city staff and others to explore grants, gifts and other ways to expand the collection. The City of Seattle began its portable works collection in 1973 and has slowly amassed an asset that not only documents the work of significant local artists over the last three decades, but was also estimated to be worth over 11 million dollars in 1994.²

C. Priority Locations For Civic Art

During the course of the planning process participants were asked to identify priority locations for civic art as well as a number of priority types of sites.

1. Specific Sites

- The library
- The new civic center
- The multi-modal station and the entire 'bowtie' area
- The airport
- The west side channel
- The Grand Theatre for the Arts
- Downtown³

2. Types of Sites

- strategic entrance points to the city, i.e. 'gateways'
- linkages between cultural destinations within the downtown core
- sites associated with new or expanded municipal facilities
- trails
- parks
- sports facilities
- soundwalls
- the I-205 corridor

These locations and types of sites provide a framework for prioritizing projects as funding and partnership opportunities become available.

² The Seattle Times, Friday July 19, 2002

³ For definition purposes, the term "Downtown" in the context of this report refers to the same area defined in the City's Downtown Streetscape Beautification Plan

D. Demonstration Projects

In order for the City to build upon the enthusiasm generated by the planning process, it is recommended that a series of demonstration projects be undertaken immediately. There are a number of projects that are at or near the initial phases of design that would benefit from the addition of an artist to the design team. These projects were selected because of the opportunities they provide, the fact that each addresses specific priorities identified by the community during this or previous planning projects, and the fact that they are all currently in the design phase which allows for the immediate involvement of an artist on the design team. They include:

- the downtown streetscape improvements
- the new Civic Center and plaza area
- the multi-modal station and the entire 'bow-tie' area
- the bus shelters
- an artist designed banner program as part of the 11th street improvements
- the soundwall on I-205 at Clyde Bland Park

In order for the City to achieve maximum impact with a limited investment of funds, the demonstration projects can focus on artist designed enhancements to existing project elements. For example, an artist might be commissioned as part of the downtown streetscape improvement project to design granite plaques that could be imbedded in the sidewalk. These plaques could provide information on local history and landmarks and would serve as the first component of a 'heritage trail' as recommended in Tracy Tomorrow. This approach will enable the City to add civic art enhancements to these projects without a substantial budget impact since the only additional cost will be a design fee for the artist.

E. Creation Of A Citywide Civic Art And Design Program

1. Plan Adoption and Role of Commission

Although civic art and design enhancements can be undertaken piecemeal, most cities have found that a comprehensive approach guided by a long-term vision yields the best results. It is therefore recommended that City Council adopt the civic art and design plan and put in place systems to ensure its implementation.

The Cultural Arts Commission will have an important role to play in overseeing the implementation of the plan and the creation of a civic art program in Tracy. They will need to advise the City on priority projects for civic art, review capital improvement projects to help determine which elements could be enhanced by an artist, evaluate artists' concepts and proposals, and serve as ambassadors to the larger community regarding the civic art program. In order to assist them with these new responsibilities, it is recommended that the Commission be restructured to include specific expertise. This expertise would include those in the design profession such as a landscape architect, urban planner or architect, as well as those in the visual arts profession such as curator, gallery director or visual artist. This restructuring would occur over time as terms expire. Specific criteria in

establishing these appointments would need to be developed. This is a more long term goal.⁴ Therefore, in the short term, as civic art projects are designed and developed and brought forward through the Commission, it is recommended that a civic art sub-committee of three members⁵, be established for this purpose on a project-by-project basis.

2. Staffing

The civic art program will ultimately require a dedicated staff person with professional expertise in public art⁶ in order to ensure its long-term success. Initially this could be a part-time or contract position. Alternatively the duties could be assigned to an existing position with expertise in the arts or design. Assignment of a staff person will ensure that the civic art program can be implemented to its full potential as outlined in this Plan.

The civic art staff person will eventually be responsible for the following:

- Development of an annual civic art work plan and budget in conjunction with City Department Directors, the Cultural Arts Commission and City Council
- Management of the artist selection process for civic art projects
- Management of civic art projects, including artist contracts, design review, fabrication, installation and maintenance
- Management of the municipal art collection
- Serving as a community resource for civic art and design
- Providing staff support to the Cultural Arts Commission
- Research and secure funding from a variety of federal and state programs

The 1999 Cultural Arts Master Plan recommends the creation of a Cultural Arts Department or Division. The establishment of a civic art program and the accompanying expansion of the City's role in providing cultural services for the community reinforce the need for such a cohesive arts delivery structure. This plan strengthens the need to consider implementation of the Cultural Arts Master Plan.

3. Department Coordination

In addition to a comprehensive vision and professional staff, the third component of a successful civic art program is extensive cross department coordination, including the ability to build effective working relationships with and draw upon the resources of all affected city departments, such as Planning, Public Works, Engineering, and Parks and Community Services.

⁴ Additionally, the area of performing arts would need to be included in the re-structuring as the Cultural Arts Commission deals with both visual and performing arts. This is outside the scope of this plan and therefore should be handled as an outcome of the adoption of this plan with a full recommendation on the re-structuring coming from the Cultural Arts Commission to the City Council in the next 4-6 months.

⁵ The sub-committee will be chaired by a member of the Cultural Arts Commission, in addition, one member will be an architect, landscape architect, urban planner or similar design professional; and one member will be a visual artist or a curator, gallery director, conservator or other visual art professional.

⁶ Ideally the program should be overseen by someone who has a background in public art. Appropriate training for the position includes a degree in art administration, visual arts, architecture or city planning, along with experience managing public art projects or programs.

V. FUNDING STRATEGIES

A. Public Funding

Twenty-six states, dozens of counties and several hundred cities around the country have civic art programs. The programs are funded from a variety of sources including public monies, private contributions, corporate sponsorship and grants. A majority of the programs are funded through legislative mandates that allocate a percentage of capital improvement project budgets for the inclusion of art. In numerous cities the requirement applies to private development projects as well. The percentage varies by program from a low of one half of one percent (.5%) to a high of two percent (2%). These types of funds could be utilized for a number of civic art projects, including purchases for the municipal art collection and temporary projects, as well as for civic art enhancements in areas of the city where there is little or no new construction.

In the area, the City of Stockton recently adopted an ordinance allocating two percent (2%) for civic art. Many other cities have similar programs (although the percentage varies) including Dublin, Sacramento, San Francisco, San Jose and Walnut Creek.

It is recommended that the City of Tracy establish a task force⁷ to explore the following:

- the adoption of a resolution mandating that artists be included on the design team of selected City capital improvement projects. Recommended project types include municipal facilities (libraries, fire stations, senior centers, recreation centers), parks, trails, parking structures, soundwalls and bridges.
- determination of the size of budget that would trigger a public art component; i.e. projects with budgets over xx dollar amount.
- determination of what % of the project budget should be allocated for artist designed enhancements.
- the adoption of a resolution creating an annual allocation for civic art from the general fund and recommendation on an appropriate per capita funding value.
- a review of current gateway/entryway development fees to determine future revenue streams for civic art projects.

B. Funding from Private Development

In order to ensure that civic art plays a significant role in the built environment and to provide broad access to the arts for their residents, many cities have adopted art requirements or fees for private sector projects. In addition, many of the leading developers of high-end retail

⁷ The task force should include senior city staff members, members of the Arts Commission, the Arts Leadership Alliance and the development community.

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and office complexes choose to include civic art in their projects because of the distinct image and character the art provides their development. Most cities in California with such a requirement have fixed it at 1% of the total building construction valuation. The trigger value varies tremendously, with some cities applying the requirement to all projects, albeit on a sliding scale, while others only require public art in projects with values over \$1,500,000.⁸

It is therefore recommended that the task force also explore the adoption of a civic art requirement for private development projects. Options include:

- Creating a design requirement that mandates developers include civic art enhancements with a cost equal to some percentage of the cost of the project. Developers could be given the option of complying by contributing a discounted amount of the requirement to a fund for community enhancement rather than managing the art process themselves. The City could utilize the monies to support civic art projects through its art program.
- Establishing a civic art fee for new development. Most cities use a fee based on a percentage of the project cost, some have a sliding scale in relation to the total cost of the project. Other cities use a dollar amount per square foot based on the type of construction, i.e.: retail, commercial and residential. The City could utilize the monies to support civic art projects through its art program.
- Establishing an incentive program for the creation of civic art in private development including tax rebates, zoning waivers and some form of matching fund.

C. Grants, Gifts and Corporate Sponsorship

It is recommended that the City create the Tracy Community Enhancement Fund, a separate interest bearing account to receive all city-mandated fees and public funds.

Grants:

Civic art is an eligible expenditure under many federal and state grant programs, for example Community Development Block Grants or Transportation Enhancement (T21) funds. It is recommended that the civic art staff person work with staff from all the departments with capital programs to identify potential grant funding that might be used to supplement City art projects.

Gifts:

In order to develop to its fullest potential, Tracy's civic art program will need to seek funding from a variety of additional sources. For example, directed gifts can be solicited from local artists and collectors to enhance the Municipal Art Collection. Gifts could be received by the Tracy Foundation for Parks and Recreation, a separate 501(c)(3) organization.

⁸ The King County Public Art program recently published a report on public art in private development which details a number of cities' policies. It is available at www.metrokc.gov/exec/culture/aboutpublicart/

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Strategic Partnerships:

It is recommended that the civic art staff person work with the members of the Arts Commission to develop corporate and foundation partnerships that could yield funding or other types of support for future projects. For example, Caltrans will be a critical partner in the realization of a number of the entry monument projects since they control the land at many of the sites.

It is important to note that the competition for both corporate sponsorship and grant funds is substantial. In order for Tracy's civic art program to compete successfully in most cases the City will need to be able to demonstrate that it is providing matching funds.

VI. IMPLEMENTATION MILESTONES

The plan is envisioned as a roadmap for the development of civic art in Tracy. Listed below are possible milestones for the first five years, although only the first year has been developed in detail. The intention is to create a multi-faceted program, one that builds on its successes and grows as resources and partnerships are cultivated. This is perforce an organic process and will not necessarily comply with a specific list of milestones.

A. Year One

- Identify a staff person to develop and manage the civic art program.
- Initiate one or more demonstration projects.
- Add and fund one or more public art features as a part of the design of the civic center project.
- Initiate the design of the west entry monument and continue to refine the options for citywide entryways.
- Create a standing civic art sub-committee or revise the composition of the Cultural Arts Commission.
- Establish a task force composed of city staff, developers and civic leaders to develop recommendations regarding public and private funding mechanisms for civic art in the following areas:
 1. creating a funding mechanism for civic art projects not associated with specific municipal capital improvements.
 2. creating a mechanism to include artists on the design team of selected municipal improvement projects beginning in FY ¾.
 3. creating some type of private sector funding mechanism for civic art.
- Develop the artistic elements of the future walking tour of downtown, a 'heritage walk'.
- Serve as a resource for information on civic art to community members interested in initiating civic art projects.
- Catalog and inventory the current municipal art collection.

B. Year Two

- Establish a staff task force to extrapolate lessons learned from the demonstration project(s) to craft internal project management policies based on the draft implementation procedures included in the appendix.
- Dedicate the first City of Tracy civic art project.
- Actively seek to develop partners for the City's civic art program.
- Continue ongoing activities such as project management, community resource activities, etc.
- Develop an artist designed banner project for the 11th street improvements.

C. Year Three

- Establish a sub-committee of the Cultural Arts Commission to develop goals for the Municipal Art Collection and to seek private funding to acquire additional works for the collection.
- Continue ongoing activities such as project management, community resource activities, etc.

D. Year Four

- Continue ongoing activities such as project management, community resource activities, etc.
- Develop an inventory of civic art projects in Tracy and a walking tour available on line as part of the City's website.

E. Year Five

- Continue ongoing activities such as project management, community resource activities, etc.
- Initiate assessment process and plan update.

VII. SUMMARY OF RECOMMENDATIONS

1. Adopt the community goals for civic art in Tracy.
2. Allocate funding from the existing gateway fund and proceed with the development of the first two entry monuments.
3. Implement one or more of the proposed demonstration projects by allocating project funds for the inclusion of an artist as part of the overall project design team.
4. Appoint a task force to further explore the funding recommendations presented in the plan and to draft funding ordinances and/or resolutions for Council consideration.
5. Adopt a funding structure for civic art in Tracy.
6. Develop a multi-faceted civic art program over a period of five years, phasing in each new component as resources and opportunities become available.
7. Amend the charge of the Cultural Arts Commission to include the implementation of the City's civic art plan and program.
8. Create a standing civic art sub-committee as part of the Cultural Arts Commission or modify the composition of the Commission in order to provide applicable professional expertise for the implementation of the program.
9. Create the Tracy Community Enhancement Fund, a separate interest bearing account, to receive all city mandated fees and public funds received to support civic art.
10. Adoption, by the Cultural Arts Commission of the civic art program guidelines provided along with the plan in order to provide a policy framework for implementation of future civic art projects.
11. Direct the civic art staff person to work with the members of the Cultural Arts Commission to develop corporate and foundation partnerships.
12. Direct the civic art staff person to work with staff from each department with capital programs to identify potential grant funding that might be used to supplement civic art funding.

VIII. APPENDIX

Interview List

The following people were interviewed or participated in focus groups as part of the public art planning process in Tracy.

MAYOR AND CITY COUNCIL

Dan Billbrey, Mayor
Wes Huffman
Brent Ives
Evelyn Tolbert
Suzanne Tucker

COMMUNITY MEMBERS

Clyde Bland
Victoria Caldeira
Frank Cameron
Craig Dander
John Day
Jim Franco, Tracy Unified School District
Betty Galli
Rachel Johnson
Terry Langley
Bob Mathews, Editor, Tracy Press
Sam Mathews
Nancy Mitchell, Community Relations Manager, Barnes and Noble
Peter Mitracos
Gary Rapaport
Laura Serrone
Dan Schack
Carol Schubert
Cynthia Souza
Michael Souza, Souza Realty and Development

CULTURAL ARTS COMMISSION

Leona Willis, Chair
Betty Ann Alvarez
Julie Andrade
Judith Casteel
Mary Halderman
Barbara Howard

Conrad Levoit

ENTRYWAY SUB-COMMITTEE

Betty Ann Alvarez
Judith Casteel
Ellen Gripp
Leslie Hamrick
Ann Langley
Leona Willis

CITY STAFF

Fred Diaz, City Manager
Karen McNamara, Director, Parks and Community Services
Janet Baniewich, Contract Inspector
Bill Benner, Community Services Supervisor
Debra Corbett, City Attorney
Zane Johnston, Finance Director
Andrew D. Malik, Director, Economic Development
Nick Pinhey, Director, Public Works
Bill Reeds, Director, Development and Engineering Services
Kim Scarlata, Recreation Supervisor
Kuldeep Sharma, City Engineer
Kevin Tobeck, Deputy Director Public Works
Gabrielle Whelan, Assistant City Attorney
Julie Yuan-Miu, Assistant City Manager

CITY OF TRACY

CIVIC ART PROGRAM GUIDELINES

SECTION ONE: ARTIST SELECTION GUIDELINES

To ensure that artists commissioned under the City of Tracy's civic art program produce work of the highest quality and public benefit, the Cultural Arts Commission has adopted the following artist selection procedures.

A. PUBLIC PROCESS

Artists commissioned by the City will be selected through a public process overseen by staff from the City's Cultural Affairs Division.

B. ARTIST SELECTION PANELS

1. Panel Composition:

An artist selection panel will be formed for most projects¹. Panels will generally have three to five members and must include a majority of individuals who have a background or professional expertise in the arts. The number of panelists will be proportionate to the dollar value and complexity of the project.

The following groups may have representation on panels:

- One or more practicing artists.
- Other arts-related professionals or knowledgeable amateurs including curators, art historians, architects, designers, writers and critics, arts administrators, arts activists and arts volunteers.
- Community representatives with a relationship to the proposed project. For example, an adjacent property owner, a representative of the homeowners association, etc.
- The lead project designer.
- City staff representatives from affected departments who will serve as non-voting advisors to the panel.
- Members of affected City Boards and Commissions who will serve as non-voting advisors to the panel.

2. Panel Formation:

The civic art staff person will invite people to serve on specific project panels with the goal of shaping a group that balances knowledge in art and design, the

¹ With the exception of projects where the artist is selected by the City as part of the overall design team.

ATTACHMENT A

project's objectives and community concerns. The panels will meet the composition guidelines outlined above.

Staff, the members of the Cultural Arts Commission and the Civic Art Committee will periodically solicit recommendations for qualified people interested in serving as panelists and will approve a list of potential panelists for the staff to use in composing panels.

3. Conflict of Interest:

Anyone in a position to receive financial gain from the selection of artists will be ineligible to serve on a selection panel. Panelists must declare any conflict of interest and abstain from voting if a conflict of interest arises.

In addition, artists or members of their immediate family who serve on the Cultural Arts Commission and or the Civic Art Committee will not be eligible for commissions or to receive any direct financial benefit from the Program during their tenure. This restriction shall extend for the period of one-year following the end of service and indefinitely for projects that were developed or acted upon during the artist's tenure on the Commission.

4. Panelists Fees:

Panelists, with the exception of those working on the project in a professional capacity, may receive an honorarium for their services. The honorarium will be based on the project, and project budget as well as on a fee schedule developed by staff and will be updated periodically.

C. PANEL PROCEDURES

The civic art staff person will facilitate all artist selection panels. Prior to the panel's first meeting, staff will send each panelist a project description along with written instructions outlining duties and responsibilities.

1. Criteria:

Panelists will use the following general criteria in evaluating artists:

- Artistic excellence.
- Ability to respond to the specific contextual issues and considerations of a particular project, its community and users.
- Ability to successfully manage all aspects of the project including budgets, committees, sub-contractors, installers and other construction and administrative logistics.
- Credentials, including experience, training, and critical or other professional recognition.

If an artist is presenting a specific proposal, the following additional criteria may apply:

ATTACHMENT A

- Evaluation of the proposed materials and their appropriateness to the project, including issues of aesthetics, durability, ease of maintenance, protections against theft or vandalism, etc.
- Analysis of the artist's proposed method of installation and an evaluation of the safety and structural factors involved.
- Evaluation of the proposed budget.

2. Procedures:

Panels will meet in open session. Panelists will use consensus in their decision-making unless a failure to reach a decision requires a formal vote, determined by a simple majority.

Panelists may elect not to recommend any applicants for the project, in which case staff will recommend another round of artist selection or an alternative process to the Arts Commission.

D. ARTIST SELECTION METHODS

During the development of the annual plan, the civic art staff person will make a recommendation to the Civic Art Committee regarding the appropriate method to be used to select artists for each project and any artist eligibility requirements.

1. Artist Eligibility:

Specific artist eligibility requirements may be established for certain projects. For example, some projects may be restricted to artists living in Tracy, others may be open to artists from Northern California, and still others may be open nationally.

In addition, artists will not be eligible for consideration if they are currently engaged in a City project. Nor will artists be eligible to be selected or compensated for more than one project from the City in a three-year period since it is in the best interest of the City to build a broad and diverse collection.

2. Request for Qualifications (RFQ):

The City will issue an RFQ notifying artists of a specific civic art project. In some cases, due to scheduling, the City may issue an RFQ for multiple projects at the same time.

The panel's preliminary round of selection will be based upon submittals of credentials and past work. Generally, a short list of finalists will be invited to interview and one artist, and an alternate will be selected.

Alternatively, each of the finalists may be asked to develop a preliminary proposal, which will be evaluated during an interview. If a preliminary proposal is requested, an honorarium will be paid to the artists.²

3. Request for Proposals (RFP):

An RFP process is appropriate for existing facilities or in the case of smaller budget projects for which entry level artists are being targeted. The City will issue an RFP requesting conceptual proposals and detailing the proposal requirements. The respondents' proposals will provide panelists with an understanding of the artists' thought process or approach. The panel may choose to invite several finalists to interview prior to final selection. Artists responding to an RFP will not be compensated for proposals.

4. Invitational Competition:

This process is particularly appropriate in the case of complex projects where a limited number of artists may be capable of successfully competing. It is also appropriate in a case where there are severe schedule restrictions.

Based upon the project requirements the panel will invite a limited number of artists to submit qualifications or a proposal. This may also be conducted in two stages, with the first phase based on qualifications and the second based on a proposal. Artists invited to develop proposals will be compensated.³

5. Pre-qualified List:

The Cultural Arts Commission may also choose to develop a pre-qualified list from which to select artists for projects with limited lead times or where the City requires design teams to include an artist as a team member. If the Cultural Arts Commission chooses to maintain such a list, the City will issue an RFQ and appoint a panel of art professionals to review applicants' submittals. The pre-qualified list should be updated periodically or at least every three years. The list should include budgetary categories for established as well as emerging artists and should be open to local, regional and national artists.

6. General Procedures:

For each new project, the civic art staff person will work with affected department and community representatives as appropriate to identify goals for the art, as well as potential issues and concerns that might impact artist selection.

Whenever feasible staff will hold one or more application workshops to encourage the participation of local artists.

City staff may pre-screen applicants to verify that any minimum qualifications that may have been established for the project have been met.

² Artists will generally receive a proposal fee equal to one percent of the project budget, with a minimum of \$500 and a maximum of \$5,000.

³ Same as previous comment regarding proposal fees.

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7. Artist Approval:

Regardless of the selection method, the panel will forward its final recommendation to the Civic Art Committee. If the Civic Art Committee disagrees with a panel recommendation it will direct staff to reconvene the panel and present specific concerns for consideration. If it agrees it will forward a recommendation to the Cultural Arts Commission.⁴ The Arts Commission may approve the recommendation. Or if the contract is for over \$ xxxx may recommend to City Council for approval and contract action.

⁴ With the exception of artists from the pre-qualified list who have been included as design team members. In this case the Arts Commission will simply be notified of the selection of the entire design team as an information item at the next regularly scheduled meeting.

SECTION TWO: COLLECTION MANAGEMENT PROCEDURES

GIFTS AND LOANS, COLLECTION MAINTENANCE AND DEACCESSIONING

I. GIFTS AND LOANS

Works of art may occasionally be offered as gifts or long-term loans to the City of Tracy through the City Council, the Cultural Arts Commission, and other City departments. This policy establishes a standard measure for reviewing proposed gifts and loans by the Arts Commission. The intent of the policy is to ensure that only works of the highest standard of excellence are accepted for the City's collection.

A. Review Process

1. Application:

Any applicant for the review process will submit the materials listed below to the civic art staff person at least three months prior to the anticipated installation date of the project. Applicant will submit those materials indicated below with an application fee. The fee will be determined by the Cultural Arts Commission. The application, including copies of all visual materials, will become the property of the City of Tracy upon submission.

The application for review shall consist of all of the following items:

- Completed application form
- Application fee
- Photographs, drawings, models, or designs of proposed artwork
- Description and samples (if available) of materials and colors
- Appraisal by professional art appraiser (if the work is existing)
- A site plan, to include photographs of site and neighborhood, drawings of the site with the project to scale
- Installation schedule
- Maintenance manual
- Maintenance schedule prepared by professional art curator
- Budget
- Resume and examples of artist's previous work
- Proof of insurance sufficient to meet the requirements of the City's Risk Manager, if necessary
- Building permits, if necessary

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2. Technical Criteria:

The acquisition of an artwork by the City of Tracy means a commitment to its preservation, protection, and display for the public benefit. All materials used in the creation of the work must last in a public, non-archival setting. The work must be suitable for display either outdoors or indoors and must not have a limited life span due to either built-in obsolescence or inherent weakness.

Staff and, when necessary, professional consultants, will review materials submitted by the applicant to determine the technical feasibility and needs of the work. A written report will be presented to the Cultural Arts Commission addressing the following issues:

- Technical feasibility
- Budget
- Maintenance needs
- Durability and anticipated life span of the work
- Safety hazards and potential for vandalism
- Donor's conditions

3. Review Panel Process:

The Cultural Arts Commission will appoint a panel of three arts professionals to serve as a review panel. When artworks are proposed for donation this panel will prepare a written evaluation and recommendation based on the following criteria:

- Artistic quality
- Site
- Context within the City collection
- Professional credentials of the artist
- Collection diversity

4. Approval by the Cultural Arts Commission:

The applicant will then submit the application to the Arts Commission at one of its regularly scheduled meetings. At this time, the civic art staff person will present its report on the technical aspects of the work and a representative from the Review Panel will present their recommendation. The Commission will then vote to accept or decline the artwork.

5. Final Acceptance:

Final acceptance of gifts and loans will be acknowledged through a written statement signed by the City Manager. Final acceptance of gifts will require:

- An executed contract transferring title of the artwork and clearly defining the rights and responsibilities of all parties.
- Complete records of accession including, but not limited to, a signed deed of gift, acknowledgment of receipt, registration information,

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location card, exhibition record, photographs or slides, and independent appraisal.

- Verification that the work is unique and an edition of one (unless stated to the contrary in the agreement and accepted by the City).
- An endowment fund has been established if the City's existing maintenance budget is not sufficient or if the potential maintenance is deemed excessive.
- In general, works of art will be acquired without legal restrictions as to future use and disposition, except with respect to the State or Federal laws on preservation, copyright, and/or resale of works of art.

Final acceptance of loans will require:

- An executed contract clearly defining the terms and conditions of the loan and the rights and responsibilities of all parties.

B. Exemptions

The following will be exempt from the formal review and acceptance procedure:

- Gifts of state presented to the City by foreign governments or by other political jurisdictions of the United States that may be accepted by the City Council or City Manager on behalf of the City. Permanent placement of any such artworks will be determined jointly by the Arts Commission and the appropriate city department. If not provided by the donor, maintenance of the art will be the responsibility of the host city department.
- Art or exhibitions loaned for display on public property for 90 days or less. Review and approval in these instances will be the responsibility of the civic art staff person in consultation with the department with jurisdiction over the site of the display or exhibition.
- Art works valued at \$1,500 or less.
- Artworks in private offices or non-public areas of city facilities.

II. COLLECTION MAINTENANCE

A. Periodic Review and Assessment of the Collection

Periodically, or at least once in every ten year period, the City's Collection will be evaluated by the Arts Commission for the purpose of collection management and in order to assess the collection's future.

Staff will establish a review process meeting the following objectives:

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- assessing the condition and needs for restoration or repair of works in the collection.
- evaluating the value, whether monetary or artistic, of the collection.

B. Routine Care and Maintenance

The City of Tracy assumes the responsibility for ongoing conservation of artworks belonging to the City. The civic art staff person will oversee the maintenance and conservation of all artworks in the City's collection.

1. Artist or Donor Responsibilities:

When an artwork is acquired by the City, whether by commission or donation, the Artist or Agent/Donor shall have certain responsibilities including, but not limited to, the following:

- Within the terms of the contract acquiring any specific artwork, the artist or agent will guarantee and maintain the work of art against all defects of material or workmanship for a period of one-year following installation or acquisition.
- Within the terms of the contract, the artist or agent will provide the City with detailed instructions regarding routine maintenance of the artwork including a maintenance manual and maintenance schedule.
- Within the terms of the contract, all repairs and restorations which are made during the lifetime of the artist will have the mutual agreement of the City and the artist where feasible. To the extent practical, the artist will be given the opportunity to accomplish such repairs.

2. City Responsibilities:

a. Civic Art Staff

- Establishing guidelines and schedules for routine maintenance such as cleaning, changing the light bulbs, etc.
- Advising the Artist or Donor about the removal of artwork from a site for which it was selected or from public display.
- Advising the Artist or Donor when artworks require extraordinary maintenance or repairs.
- Periodically inspecting and preparing a report on each work of art in the City Collection which will include the following:
 - Present location of the artwork
 - Present condition of the artwork
 - Recommendation regarding needed maintenance or repairs
- The Arts Commission will review the condition report annually and make a recommendation for projects to be included in the annual work plan.

b. City Departments

- Routine maintenance including regular cleaning of artwork. Such work will be completed in accordance with maintenance schedules and guidelines prepared by civic art staff.

C. Transportation

City departments shall not move any artwork from the site at which it was installed, nor remove any artwork from display, without the prior authorization from the civic art staff person. Professional care will be taken in moving and transporting all City owned artwork. Whenever feasible such relocation will be contracted to or supervised by the artist or a professional art handler.

III. DEACCESSIONING

Deaccessioning is the process by which the Cultural Arts Commission decides and declares that an object may be removed from the City's collection. It is the primary responsibility of the Arts Commission to preserve and protect the collections under its management for the people of the City of Tracy. The City shall dispose of works of art in its collections only in the public interest and as a means of improving the quality of the collection. The need for relocation or the temporary removal from public display does not automatically necessitate deaccession. Deaccessioning should be cautiously applied only after careful and impartial evaluation of the artwork to avoid the influence of fluctuations of taste and the premature removal of an artwork from the collection. All final decisions regarding the deaccession of any artwork will be made at regularly scheduled public meetings of the Arts Commission.

All proceeds from any sale or auction of a work of art, less any payment due the artist under the California Resale Royalties Act, shall be used for the exclusive purpose of acquiring or maintaining one or more other works of art for the same public structure or purpose for which the original work of art was acquired. If that is not possible, then the proceeds shall be used to acquire or maintain a work of art at another city facility.

A. Removal Of An Artwork From Public Display

1. Causes for Review:

While the intent of acquisition of artwork is for permanent public display, circumstances and/or conditions may arise that make it prudent for the Commission, on behalf of the public interest to remove an artwork from public display. One or more of the following conditions must apply in order for an artwork to be considered for deaccession:

- The work presents a threat to public safety.

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- The condition or security of the work cannot be guaranteed, or the Commission cannot properly care for or store the work.
- The work requires excessive or unreasonable maintenance.
- The work has serious or dangerous faults in design or workmanship.
- The condition of the work requires restoration in gross excess of its monetary value, or is in such a deteriorated state that restoration would prove either unfeasible, impractical or would render the work essentially false.
- The work is of poor quality.
- A similar but superior example exists in the collection.
- The work is a forgery.
- No suitable site for the work is available.
- Significant adverse public reaction is received over an extended period of time (5 years or more).
- The work is judged to have little or no aesthetic and/or historical or cultural value.
- The Arts Commission wishes to replace a work with a more appropriate work by the same artist.
- The work can be sold to finance, or can be traded for, a work of greater importance.
- A written request from the artist has been received to remove the work from public display.
- The work is not, or is rarely displayed.
- The artwork has been determined to be incompatible with the rest of the collection.

2. Review Process:

Prior to deaccessioning a work of art, the following procedures must be observed by Cultural Affairs Division staff.

- a. Prepare a report which indicates:
 - Acquisition method and purchase price.
 - Any restrictions which may apply to the specific work, based on contract review.
 - An analysis of the reasons for deaccessioning.
 - Alternatives to deaccessioning.
 - Suggested methods of deaccession.
 - Appraised value of the work by two independent consultants, if obtainable.
 - Documentation of correspondence, press or other evidence of public debate documenting extended adverse public reaction.
- b. Discuss with the artist or donor the circumstances prompting the review.
- c. Make all reasonable efforts to ascertain that the City is legally free to dispose of the work in question.

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The report shall then be presented to the Cultural Arts Commission. Staff may seek additional information regarding the work from the artist, art galleries, curators, appraisers or other professionals prior to making a recommendation to the Arts Commission. This recommendation will then be voted on at a regular public meeting of the Arts Commission.

3. Deaccession Process:

Upon a recommendation of deaccession, the Commission shall determine the manner of disposition. Every effort will be made to ensure that this process is fair and open. Sale at public auction is strongly encouraged. Whenever works are deaccessioned by means other than public auction, no fewer than two independent estimates of fair market value must be secured.

Artworks may not be given or sold privately to City employees, officers, volunteers or members of City commissions, committees, boards, affiliate groups, or their representatives unless they are sold at public auction and with appropriate disclosures.

Consideration should be given to placing the art objects, through gift, exchange or sale, in another tax-exempt public institution wherein they may serve the purpose for which they were acquired initially by the Commission. The Cultural Arts Commission may exchange a work of art on such terms as the Commission, by a 2/3 vote of the members, determines appropriate.

A work of art may be sold privately under the following circumstances:

- If the work is offered at public auction and no bids are received, or if the bids are rejected. A work of art on which bids have been rejected shall not thereafter be sold through private sale for less than the amount of the highest bid received.
- If the Commission determines, by a 2/3 vote of the members, that the work may be sold on terms more advantageous to the City if sold through private sale.
- If the artist of the work chooses to purchase it at the original purchase price.
- Funds or proceeds from the sale will be returned to the original source of funds from which they were drawn.

An adequate record of the conditions and circumstances under which objects are deaccessioned and disposed of should be made and retained as part of the permanent records of the City.

The City must abide by the California Resale Royalties Act with respect to notification and payment of artists.

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When a gift is deaccessioned, the donor's name should be recognized in the label copy for the object or objects acquired in its place.

Destruction of work deteriorated or damaged beyond repair at a reasonable cost, and deemed to be of no or only a negligible value, shall take place in accordance with national standards for conservation and deaccession.

All recommendations for deaccession are subject to appeal to the Cultural Arts Commission and City Council. All appeals must be made in writing to the City Manager within ten days of the decision by the Cultural Arts Commission.

SECTION THREE: DRAFT CIVIC ART PROGRAM IMPLEMENTATION PROCEDURES⁵

A. Annual Plan

An annual work plan will be developed by the civic art program manager in conjunction with the Civic Art Committee, the Cultural Arts Commission and with input from all City departments. The annual plan will establish parameters for the civic art projects to be undertaken in the upcoming year, including the site, the scope of the project, and the method of artist selection. The annual plan will also include any other activities to be undertaken by the program.

B. Inter-Departmental Coordination

In order to maximize the benefits to the City of the civic art program, the civic art program manager needs to be fully integrated into the City's planning and design processes. The effectiveness of the program will be enhanced if all City departments and entities routinely notify the program manager of the following:

- Any planning studies or policy recommendations that affect public spaces with existing art.
- Any planning studies or policy recommendations that may establish new municipal facilities or public spaces.
- Any grant applications to funding sources for which civic art might be an eligible component, such as federal transportation enhancement monies.
- Whenever the process of selecting a project architect, engineer or landscape architect is initiated if the project is planned to include an artist or art component.

C. Artist Selection

Generally artists commissioned by the City will be selected through a public process overseen by civic art staff following one of the methods outlined in the City's adopted artist selection policies.

In some instances the City may wish to select an artist as part of a professional services team. The City will then add language to the Request for Qualifications for the project specifying that all teams responding to the RFQ must include an artist from the City's pre-qualified list. In all cases where a project includes an artist or an art component, the sponsoring City department or entity will include the civic art staff person in the review and selection process.

⁵ Once the City has adopted a funding mechanism for the civic art program then the implementation procedures will need to be revised accordingly and finalized.

D. Review And Approvals

1. Artist:

The Cultural Arts Commission will review the selected artist and/or proposal (if applicable) and approve the recommendation or for contracts over \$xx forward a recommendation to City Council for approval.

2. Preliminary Design:

Depending on the nature of the artist selection process, the artist's preliminary design may have been reviewed as part of the initial contract approval.

If not, the preliminary design will be presented to the Civic Art Committee for review. The representatives of the city department and/or sponsoring entity that participated in the artist selection process will be invited to attend the meeting and participate in the review.

After comments are received, civic art staff will work with the artist to refine the design. If the artist is not in agreement with the recommendations, staff will mediate discussions to arrive at a consensus among all parties.

3. Final Design:

The artist's final design will be presented to the Civic Art Committee for review. The representatives of the city department and/or sponsoring entity that participated in the artist selection process will again be invited to attend the Civic Art Committee meeting and participate in the review.

After a recommendation by the Civic Art Committee, the final design will be presented as an information item to any Boards or Commissions that may have jurisdiction over the site or facility. If any issues emerge from the presentation, civic art staff will address the concerns and any potential solutions developed with the artist during a final presentation to the Cultural Arts Commission. Upon approval by the Arts Commission, projects with contracts over \$xx will be forwarded to City Council.

4. Alterations During Fabrication/Installation:

Some changes to the final design may become necessary during the fabrication or installation phases of the project. This can be due to changes in the availability of materials, changes to the underlying facility, etc. The artist's contract will contain language specifying that no change to the approved final design may take place without written authorization. Minor changes may be authorized by the civic art program staff person. If staff judges the changes to be substantive, then a special meeting of the Civic Art Committee may be convened to review and approve the recommended changes.

SECTION FOUR: SAMPLE REQUEST FOR QUALIFICATIONS LANGUAGE

The City of Tracy invites artists to submit qualifications for consideration for the design and construction of a unique entry monument at the west entrance to the City. The budget for the project is \$200,000.

A. Project Description

The City of Tracy is seeking to commission an artist or artist team to develop a civic art project that provides a sense of arrival at the west entrance of the city. The selected artist(s) will be expected to develop aesthetic solutions that successfully address this complex and monumental site located at the junction of I-205 and 11th street. (Include site plan and photographs)

B. Selection Process

Up to three finalists will be selected based upon review of the qualification submittals. Each of the finalists will receive a \$2,000 honorarium to develop a preliminary proposal for the site. Finalists will be expected to present their ideas for an entry monument and detail their overall approach to the selection committee.

C. Project Timeline

It is the goal of the City of Tracy to contract an artist by August 1, 2003 with project completion a year following that date.

KEY MILESTONES

March xx, 2003	Deadline for submittals
Mid-March, 2003	Finalists selected
June xx, 2003	Proposal presentations
July, 2003	Artist contract award

D. Submittal Requirements

Interested artists should submit the following:

- A letter of interest (typed, two pages maximum) outlining the artist(s) approach to public art and highlighting relevant past experience. (5 copies)

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- A professional resume. (5 copies)
- Slides (up to 20 maximum) of previous projects and a slide list that clearly indicates the title, dimensions, materials and date of the work, as well as project budget and commissioning entity if applicable. (1 set)
- Selected printed materials such as articles, catalogues, etc. (1 set)
- A self-addressed stamped envelope for the return of application materials.

All submittals must be received by March xx, 2003. Incomplete or late submittals will not be considered. The City of Tracy reserves the right to select none of the respondents and to cancel this competition.

Send submittals to: CITY OF TRACY – ENTRY MONUMENT COMPETITION

E. Project Management

All questions regarding this 'request for qualifications' should be addressed to:

ATTACHMENT B

RESOLUTION 2021-108

APPROVING A COUNCIL POLICY ESTABLISHING RULES AND PROCEDURES FOR ACCEPTING DONATIONS AND GIFTS FROM THE PUBLIC

WHEREAS, The City of Tracy has been offered gifts and donations from the public; and

WHEREAS, The City does not have local rules or guidelines regarding the acceptance of donations and/or gifts from the public, and

WHEREAS, The City wishes to adopt a policy to provide clear guidelines regarding the acceptance of donations and gifts so as to ensure transparent handling of such offers, consistent with the City's commitment to treating all individuals and entities with whom it conducts business fairly and impartially; and

WHEREAS, The City Manager will be responsible for the implementation of the policy.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Tracy hereby adopts the policy establishing rules and procedures for accepting donations and gifts from the public as described in the attachment to this resolution.

The foregoing Resolution 2021-108 was adopted by the Tracy City Council on the 20th day of July, 2021, by the following vote:

AYES: COUNCIL MEMBERS: ARRIOLA, DAVIS, YOUNG
NOES: COUNCIL MEMBERS: NONE
ABSENT: COUNCIL MEMBERS: BEDOLLA, VARGAS
ABSTAIN: COUNCIL MEMBERS: NONE

ATTEST:

CITY CLERK

MAYOR



ATTACHMENT B

CITY OF TRACY
ADMINISTRATIVE POLICY AND PROCEDURE MANUAL

SUBJECT: : DONATIONS – *Policy & Procedure*
DATE ISSUED: : July 20, 2021
SECTION: : D

SECTION 1: PURPOSE

The purpose of this policy is to establish rules and procedures for the acceptance of gifts and donations (“Donations”) to the City of Tracy (“City”), as authorized by Government Code section 37354. This policy is necessary to ensure that Donations can be accepted, processed and accounted for in a transparent manner and consistent with the City’s commitment to treating all individuals and entities with whom it conducts business fairly and impartially. Implementation of this policy is the responsibility of the City Manager or designee. This Policy is separate and apart from the City’s Ticket Policy and Gift Policy and Procedure (See Section 3).

SECTION 2: OVERVIEW

All Donations received by the City must be reported and reviewed carefully for consistency with the City’s policies, including policies and procedures for accepting cash and other inventory. Only individuals authorized by this Policy may accept Donations on behalf of the City. Before accepting a Donation, the authorized individual must review the Donation and determine that it satisfies all of the following requirements:

1. The Donation must be consistent with the City’s policies, including any applicable ordinances or resolutions.
2. The Donation must not conflict with any provision of the state or federal law. Any questions regarding whether a Donation conflicts with state or federal law should be directed to the City Attorney’s Office.
3. The Donation will not add to the City’s workload unless it provides a net benefit to the City.
4. The Donation will not impose future/new costs such as starting an on-going program or additional staff responsibilities.
5. Any restrictions placed on the Donation by the donor are consistent with City’s goals and policies. Donor restrictions may not include any requirement that any specific individual employee benefit from the Donation.

ATTACHMENT B

6. The City will not accept Donations of any weapons, hazardous materials or dangerous items (excluding programs where the City accepts such items for the purpose of disposal).
7. Donations of tobacco, cannabis, or alcohol products of any kind are prohibited. Donations may not be accepted from any individual or entity that has an application for any discretionary approval pending with the City. Additionally, donations may not be accepted from any individual or entity that could benefit in any way from a pending and/or upcoming Council policy decision.
8. Donations of marketing goods (e.g. hats, t-shirts, etc.) may not be accepted from vendors, consultants or service providers unless they are made available to the overall general staff of the City or given department.

SECTION 3:

APPLICABILITY OF THIS POLICY

This policy shall apply to any Donation offered or given to the City, including Donations from community groups that support various City operations or events. This policy does not apply to any gift or sponsorship of a City event or program that is made in exchange for any type of public acknowledgement or recognition, except for acknowledgment as provided for herein. This policy also does not apply to any gift, donation or financial or in-kind contribution made in accordance with an agreement (e.g. MOU, development agreement, community benefit agreement, etc.) with the City. Additionally, this policy does not apply to tickets or passes given to the City and distributed in accordance with the City's Ticket and Pass policy adopted by Resolution No. 2018-041 (Appendix A). Finally, this policy does not apply to gifts made to individual employees or officials of the City, which are governed by the City's Gift Policy and Procedure (Appendix B), as may be amended from time to time, as well as the Political Reform Act and regulations of the Fair Political Practices Commission ("FPPC"). Donations made to officials directly or for which the donor designates by name, class, or other title the official who may use the Donation are not Donations to the City, but rather individual gifts that may be required to be reported on FPPC Form 700.

SECTION 4:

PROCEDURES FOR ACCEPTING AND ACKNOWLEDGING DONATIONS

A. Authorized Individuals

Only the individuals identified herein are authorized to accept Donations on behalf of the City. The estimated value of a Donation is based on the donor's estimate. The City will not independently assign a value to the donation unless it is cash.

ATTACHMENT B

1. City Council
 - a. Donations of \$5,000 or more may be accepted, via resolution, by the City Council.
 - b. Any donation that does not comply with the requirements of this Policy, regardless of value, may only be accepted by the City Council.

2. City Manager
 - a. Donations of between \$1,000 - \$4,999 may be accepted by the City Manager.
 - b. Notwithstanding any other limitation contained in this Policy, the City Manager may accept any Donation to the City when the City Manager deems it necessary for the health and safety of City employees, City property, or the public.
 - c. The City Manager, at their sole discretion, may decline a Donation when doing so is deemed necessary for the health and safety of City employees, City property, or the public.
 - d. The City Manager shall notify the City Council of a Donation at the next practicable City Council meeting or in writing as soon as possible.

3. Department Head
 - a. Donations of less than \$1,000 may be accepted by a Department Head
 - b. The Department Head shall notify the City Manager of a Donation as soon as possible, but in no event later than one (1) business day after receipt.
 - c. Any Donation that includes an ongoing obligation by the City, regardless of the value of the donation, must be approved by the City Manager.

B. Cash Donations

The following additional requirements apply to cash Donations, or the Donation of any cash equivalent:

1. The Donation shall be recorded in the appropriate revenue fund. The daily cash receipts should also indicate the account number used and the last name of the donor as a reference. All such funds shall remain earmarked within that specific fund for use only for the intended purpose and carried over within the budget until such time as it is expended. The Finance Director or designee may take any other necessary steps to properly document the donation.
2. For small Donations that include restrictions and/or obligations accepted by the City, the money should be used as soon as reasonably possible toward the specific category indicated by the donor.
3. A budget amendment is required for budget appropriation of any portion of Donation funds.

C. Acknowledgment of Donations

If requested by the donor, an acknowledgment letter on behalf of the City for any gift valued less than \$1,000 may be provided by a Department Head, and by the City Manager for any gift valued \$1,000 or more. The letter should clearly identify the nature of the Donation. Except for Donations of cash

ATTACHMENT B

CITY OF TRACY ADMINISTRATIVE POLICY AND PROCEDURAL MANUAL

Donations – *Policy & Procedure*

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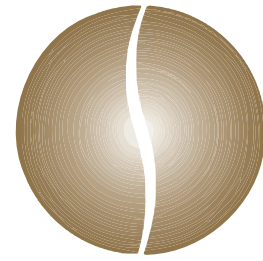
or cash equivalents, where the donor amount is apparent, no dollar amount should be stated in the letter. Instead, the letter should contain the following paragraph: “Your donations may be tax deductible. To determine the amount you may properly deduct for tax purposes, you should consult your tax preparer or tax attorney.” The City will not provide any tax services or documentation to donors.

D. Records

A record of cash Donations shall be made in accordance with Section B above and any other applicable policies of the Finance Department. A record of any non-cash donation valued by the donor at over five hundred dollars (\$1,000) shall be created by the City Manager, or designee, and kept on file with the City Clerk. In addition, the City Manager, or designee, shall complete and submit to the FPPC a Form 801 for qualifying Donations when required by FPPC Regulations Sections 18944 and 18950.1. Examples of such qualifying Donations include the payment of travel expenses by third parties for official City business. Consult the City Attorney’s Office to determine whether or not a Form 801 is required.

E. Declined Donations

The City reserves the right to decline any donation, if upon review and in the sole discretion of the City, acceptance of the donation is determined not to be in the best interests of the City.



INTEGRAL Communities

Tracy Hills

Public Art Proposal



Introduction

This document and public art sculpture proposal was created to explore the possibility of including a large scale artwork at Integral Communities, Tracy Hills development. Leading this project from Integral Communities are John Palmer and Mike Souza. This concept was developed in conjunction with artist team, Terrence and Mari Martin at Jagged Edge Metal Art and Design, now located in Pilot Hill, CA. Some of our previous work can be seen at Hard Rock Hotel and Casino Lake Tahoe, The Rose Bowl Hall of Fame Museum, City of Sacramento North Natomas Aquatic Complex and Community Center, The Sacramento King's Golden One Center and many commercial and public works projects in our beautiful State and as far as Wiley, Texas. The focus of our professional career is public and commercial art. Our particular style is generally whimsical in nature and appeals to all age groups and ethnicities. Over the past 19 years we have worked with many large scale commercial real estate developers and numerous city governments to implement public art programs. We fully understand the responsibility and challenges of creating public art that responds to the curiosity and demands of the public. The vast majority of our public creations are built to last in extreme conditions. We specialize in the use of all forms of metal, including mild steel, stainless steel, aluminum and other ferrous metals. Glass, rock, acrylic and wood also find its way into our work, when the use is appropriate. We are always looking for unique and untried techniques when approaching a new project or concept. Picking elements from the earth, nature, and history. The images are at once recognizable and tangible objects that appeal to our targeted audience. We try to capture their movement in metal, for a timeless voice that resonates with the spirit of today, tomorrow and in the end, with all people.

ATTACHMENT C

Artwork Overview

When setting out to create a site specific artwork for this project, we were mindful of the preliminary vision of the group and the Tracy Public Art Commission. It would be our goal to preserve and cultivate the expression and appreciation of public art in the City of Tracy. Our efforts would focus on fostering a sense of community pride and celebrate the City's cultural diversity. One of our previous public art installations, "Steven's Tree", in Petaluma, CA, was given to us as inspiration.

It is a 14ft abstract tree sculpture, composed of mild steel, and corten steel.

This sculpture also contains embedded glass rock within each individual leaf components.

There is no integrated lighting from within the sculpture.

This piece was installed in 2014 in accordance with the City of Petaluma, "percent for art", public art ordinance.



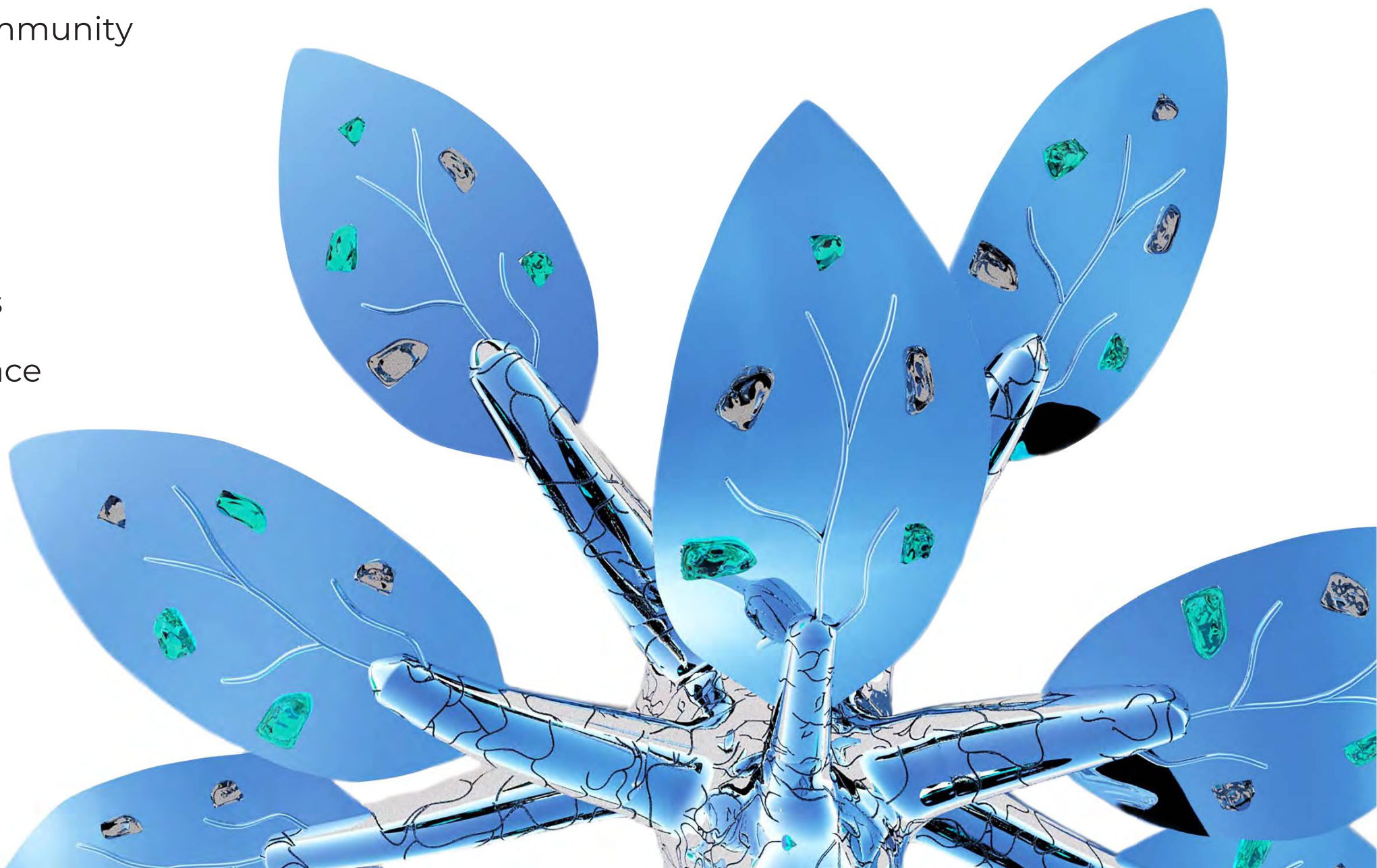
Project Goals

After discussing the team's goals and desires, I feel we have a firm direction on how to proceed.

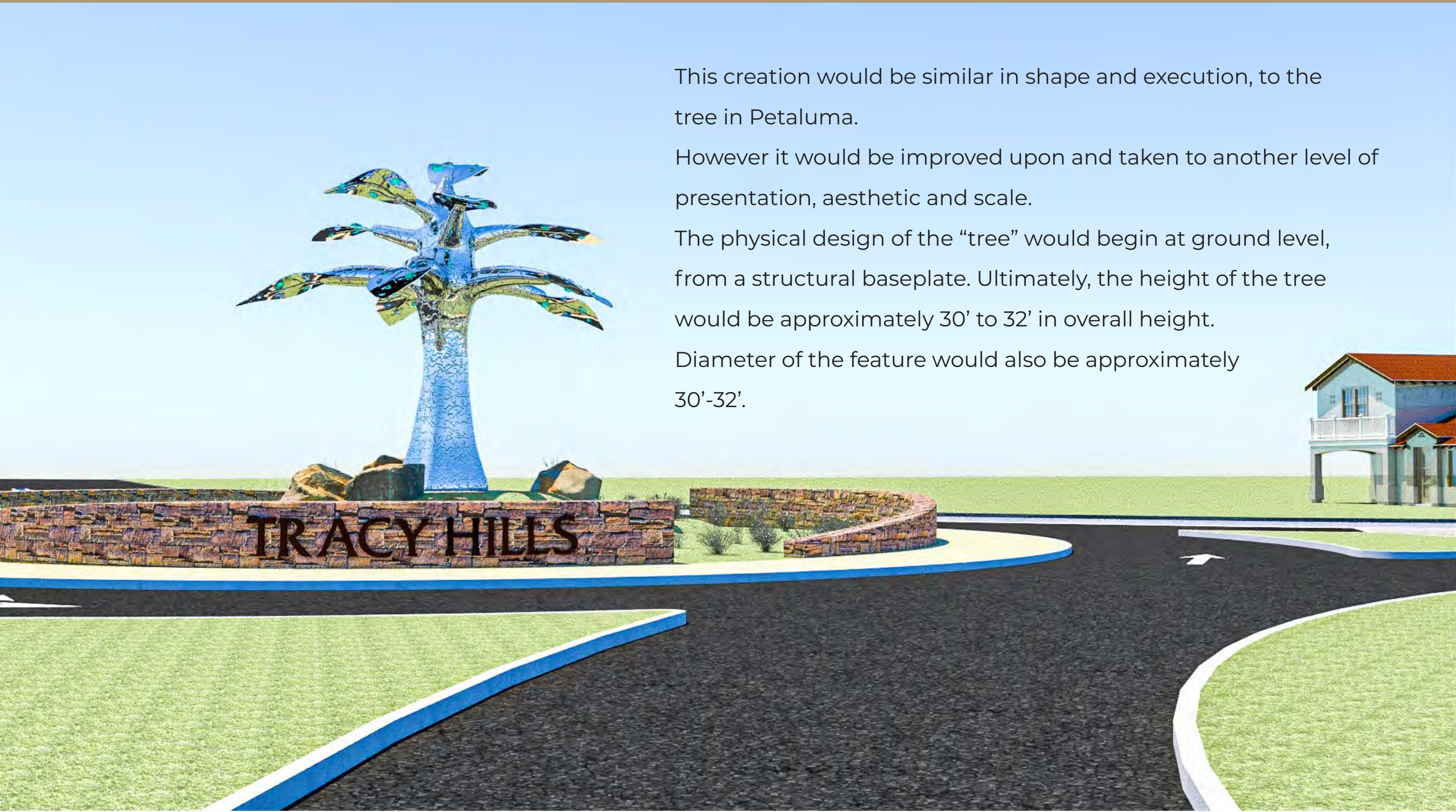
We have taken this input and summarized our goals.

- create a large scale, one of a kind artwork that makes a statement
- build something that betters the community
- leave a lasting impression
- establish an iconic symbol
- utilize robust construction materials
- day and night aesthetic components
- size and scale appropriate for the space

It would be our plan to take the above considerations and create a one of a kind, abstract “tree- centric” sculpture for the project.



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This creation would be similar in shape and execution, to the tree in Petaluma.

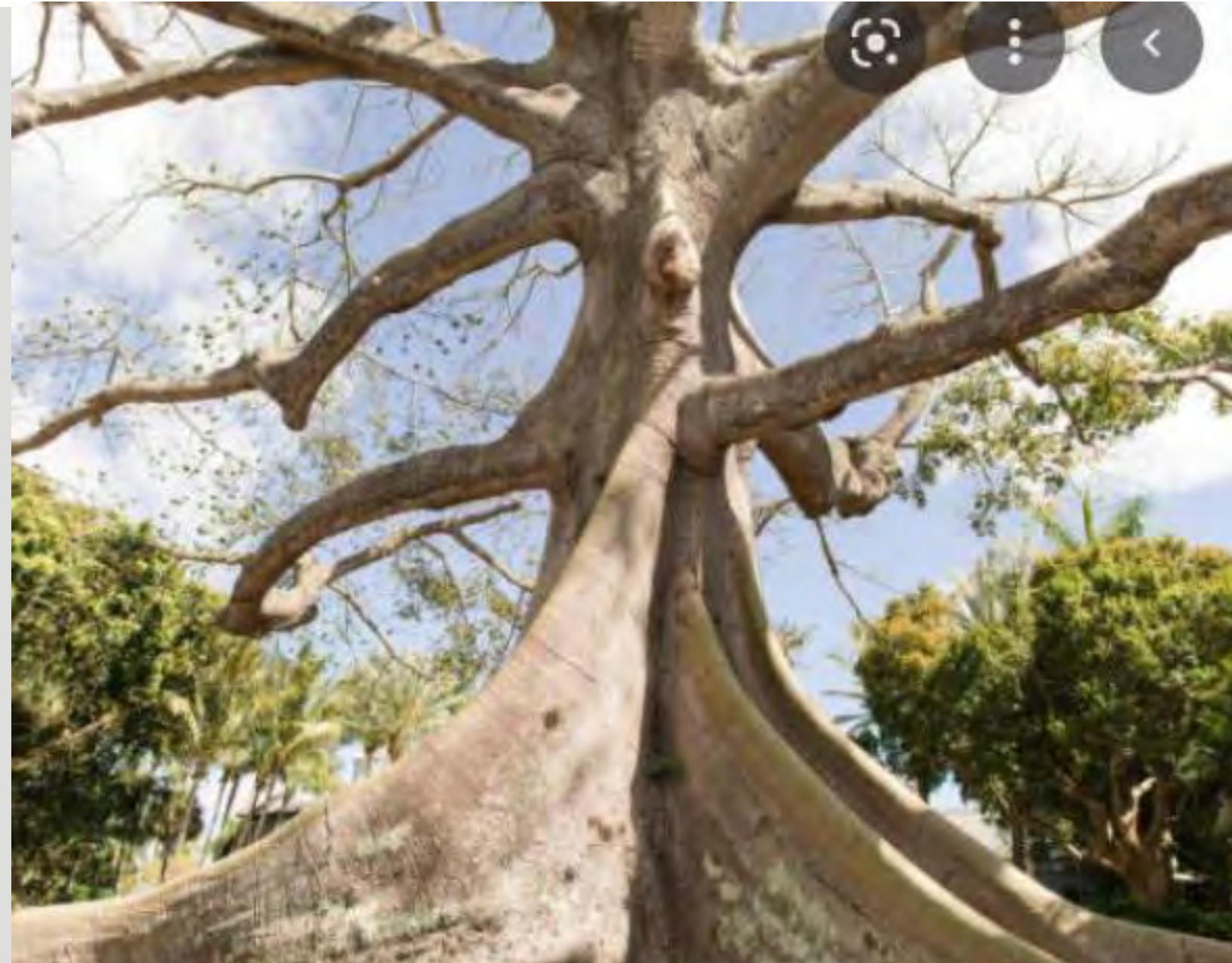
However it would be improved upon and taken to another level of presentation, aesthetic and scale.

The physical design of the “tree” would begin at ground level, from a structural baseplate. Ultimately, the height of the tree would be approximately 30’ to 32’ in overall height.

Diameter of the feature would also be approximately 30’-32’.

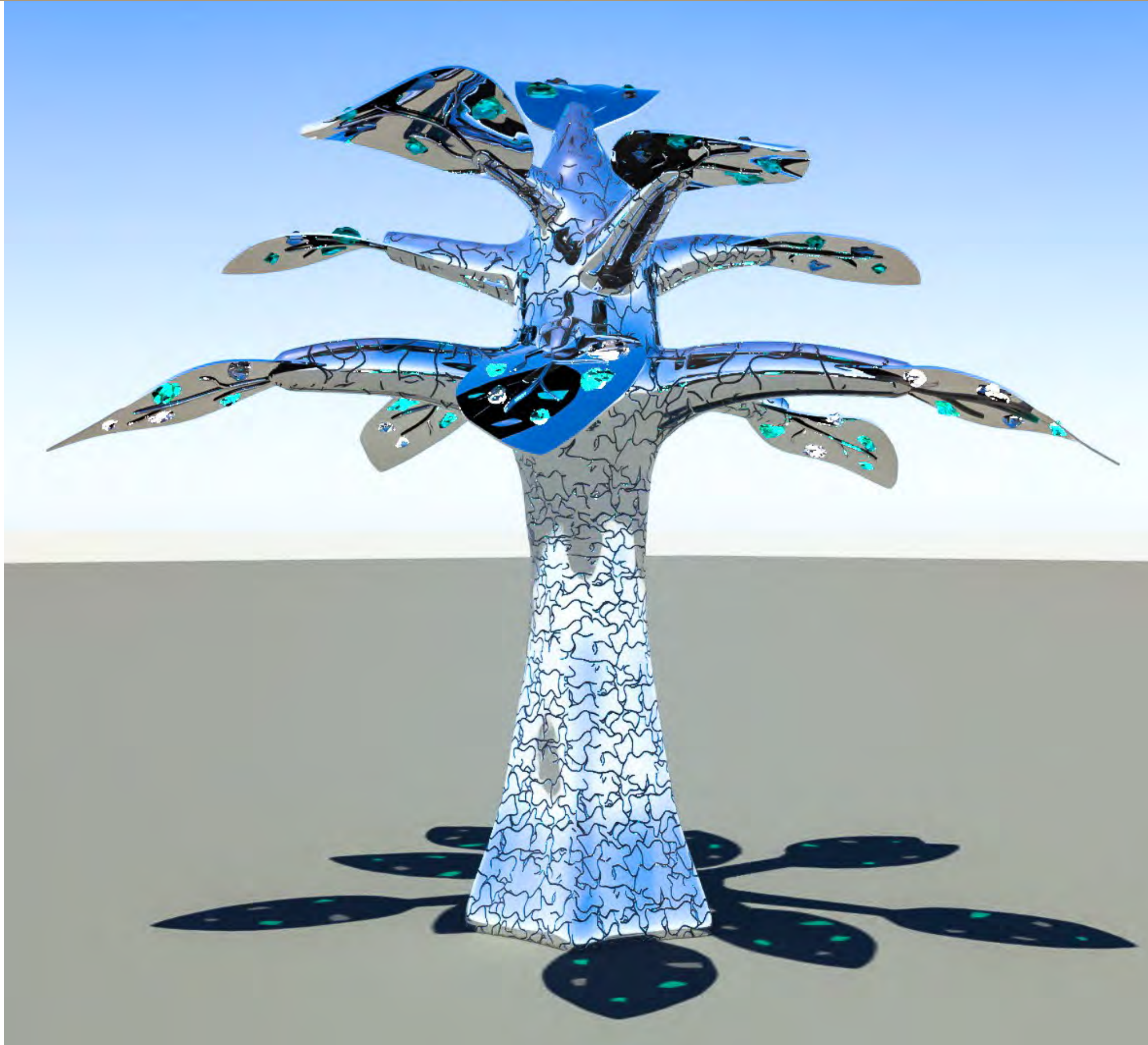
Inspiration

As a unique twist for the construction of the base and trunk, the “Kapok” tree located in the Amazon Forest, was used as inspiration.



Description

From a “flared”, irregular, almost “finned” base structure, the sculpture would rise up in a spiral fashion. This base would be 8-10 ft. in diameter. The structurally triangulated base structure, while being a very aesthetically appealing shape, is also very effective at supporting the entire sculpture. The trunk would continue upward in the same spiral fashion. The diameter of the mid trunk of the tree would be approximately 4-5’ in diameter. The trunk would then continue up and would begin to break off at regular intervals to form the first course of radial branches around the perimeter. These branches would continue in the same fashion, at a higher elevation, to create a balanced canopy of large scale leaf elements.



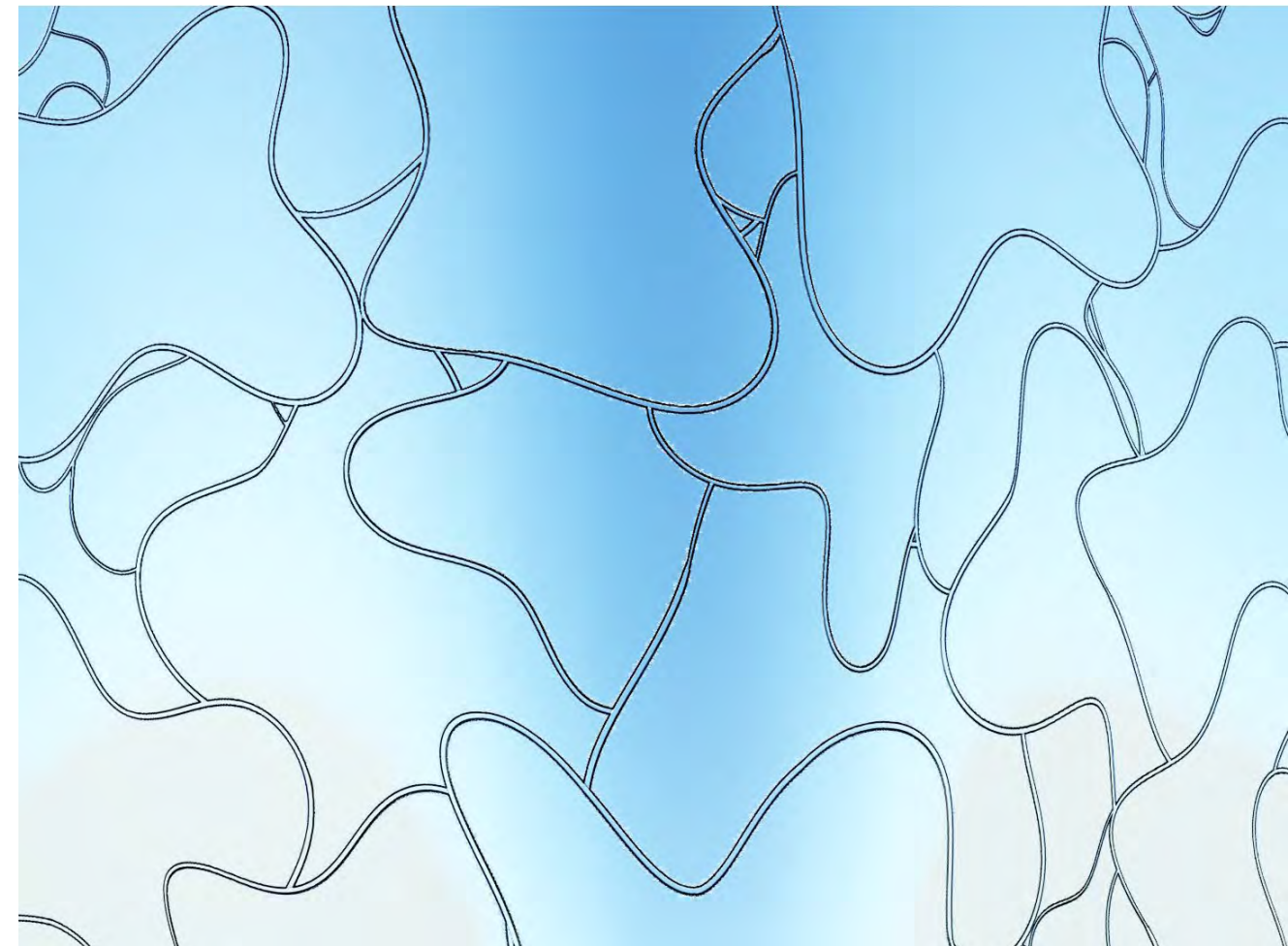


Description (continued)

The base, trunk and branches would all be covered in a specially shaped mirror polished stainless steel tiles, ranging from 8-12 inches. These tiles would be applied to the structural skeleton in an overlapping fashion and TIG welded together to form the exterior "skin". The branches themselves would extend out in horizontal/arching fashion.

The terminal ends of these branches would conclude in a large, oversized leaf formation. Each leaf would be approximately 6-9 feet in length and would vary from each position.

The branches would be laid out in an organic fashion and would alter in elevation and orientation. The sculpture's branches would also be fabricated to extend vertically. This horizontal and vertical branch construction would be balanced to create a natural and organic tree presentation. While the above describes the basic anatomy of the sculpture, we believe it is the final materials and finish that will make this concept over the top.



ATTACHMENT C

Roundabout layout, signage, retaining wall & landscaping is for conceptual purposes only.



ATTACHMENT C

Description (continued)

While the original tree sculpture was a rust patina or brown coloration, it does not have the physical impact we are looking to achieve. At the same time, the green embedded glass rock in the original sculpture is only illuminated by sunlight, but does not play a role at night. Our intent would be to create an aesthetic at night, which would transform the sculpture into a completely different presentation.

With that in mind, we propose that the material used in this feature not be corten, but the complete opposite.

That material we would use, would be 304 stainless steel with a #8 mirror polish finish. The level of impact of this material choice cannot be underestimated and is exactly what we need to make a first impression. That mirror finish can be seen from great distances and is the material of choice for the given surroundings and climate conditions.

The most amazing thing about a mirror is that you literally get a kinetic sculpture, even though it is standing still.

The very surface of the sculpture will actually reflect its environment and literally, the community itself.

Sun, clouds and colors in the landscape bring this sculpture to life. While this mirror finish does also reflect ambient light, it does not focus light in any particular fashion. As this sculpture has almost no flat surfaces, sun or headlight glare will not be focused in any particular direction. This concept can be seen in many examples in our daily lives.

Many tanker trucks, Air stream travel trailers, as well as automobile bumpers are all designed and fabricated with the same material. All of these examples exist in our world, as well as on our public highways without causing undue safety issues.



ATTACHMENT C

Description (continued)

Another consideration with the location of the sculpture, would be its effect on automobile and foot traffic.

One way we feel we have addressed this concern is with the actual subject matter of the sculpture. It has been shown that in a public setting, especially while driving, that a sculpture that is instantly recognizable, helps to keep drivers focused.

On the other hand, abstract or unfamiliar sculptures tend to hold a driver's focus, as the brain tries to understand what it is seeing. Our concept is instantly recognizable as a "tree" and does not require additional cognition to register what you are seeing. This concept may seem subtle, but has been shown to be far less distracting to travelers.

While this sculpture will no doubt attract public attention, we feel that its placement in the "roundabout" offers an added level of protection from potential vandalism. Retaining walls and landscape plantings will also discourage direct public contact. The smooth surface of the exterior skin also provides an additional layer of safety from potential climbing.

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Maintenance & Longevity

Stainless steel is the preferred material for this application. Rust and corrosion would be kept to a minimum. This material will not bubble or peel, does not rust and strongly resists attack from liquids, gases and chemicals. This material can be cleaned with mild detergents and water when necessary. There is no suggested regular interval for surface cleaning. Depending upon environmental conditions, surface cleaning intervals could be as long as 5 to 10 years. With no direct sustained public interaction, there is very little maintenance. Cleaning could be done with a utility bucket truck and a small power washer.

Two previous mirror polished sculptures we installed within 100 miles of Tracy are shown here. Installed in 2017 and 2021, are both in perfect condition with no cleaning or maintenance required.



ATTACHMENT C

Maintenance & Longevity (continued)

Scratches and paint vandalism can be polished out with simple hand tools and compounds. Often in the event of spray paint or “tagging”, the use of Acetone solvent can often remove the offending paint. If needed, a mild detergent, followed up by a buffing wheel, will be sufficient. A vandalism and scratch repair kit will be provided to City maintenance staff. A step by step description of the procedure will also be provided.

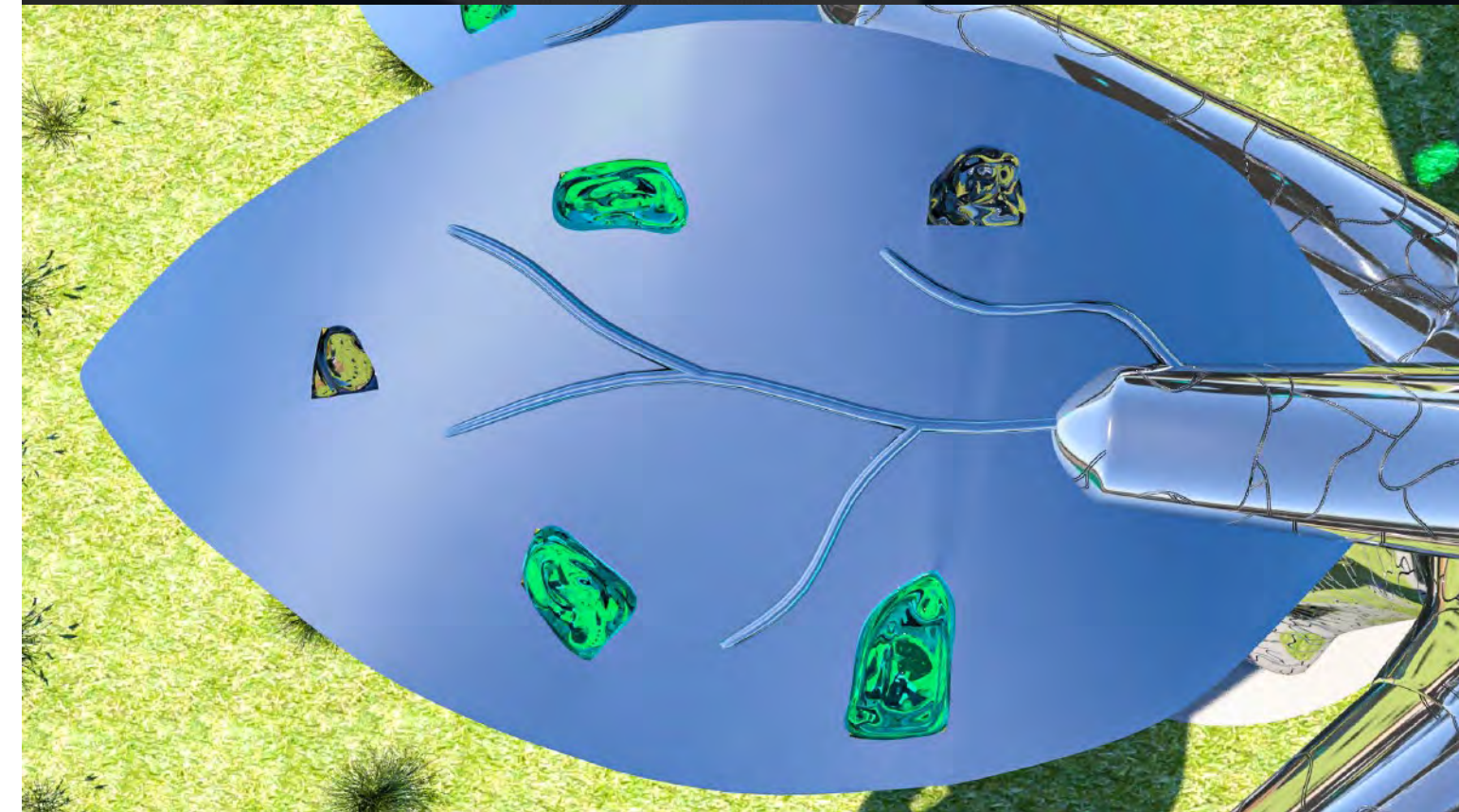
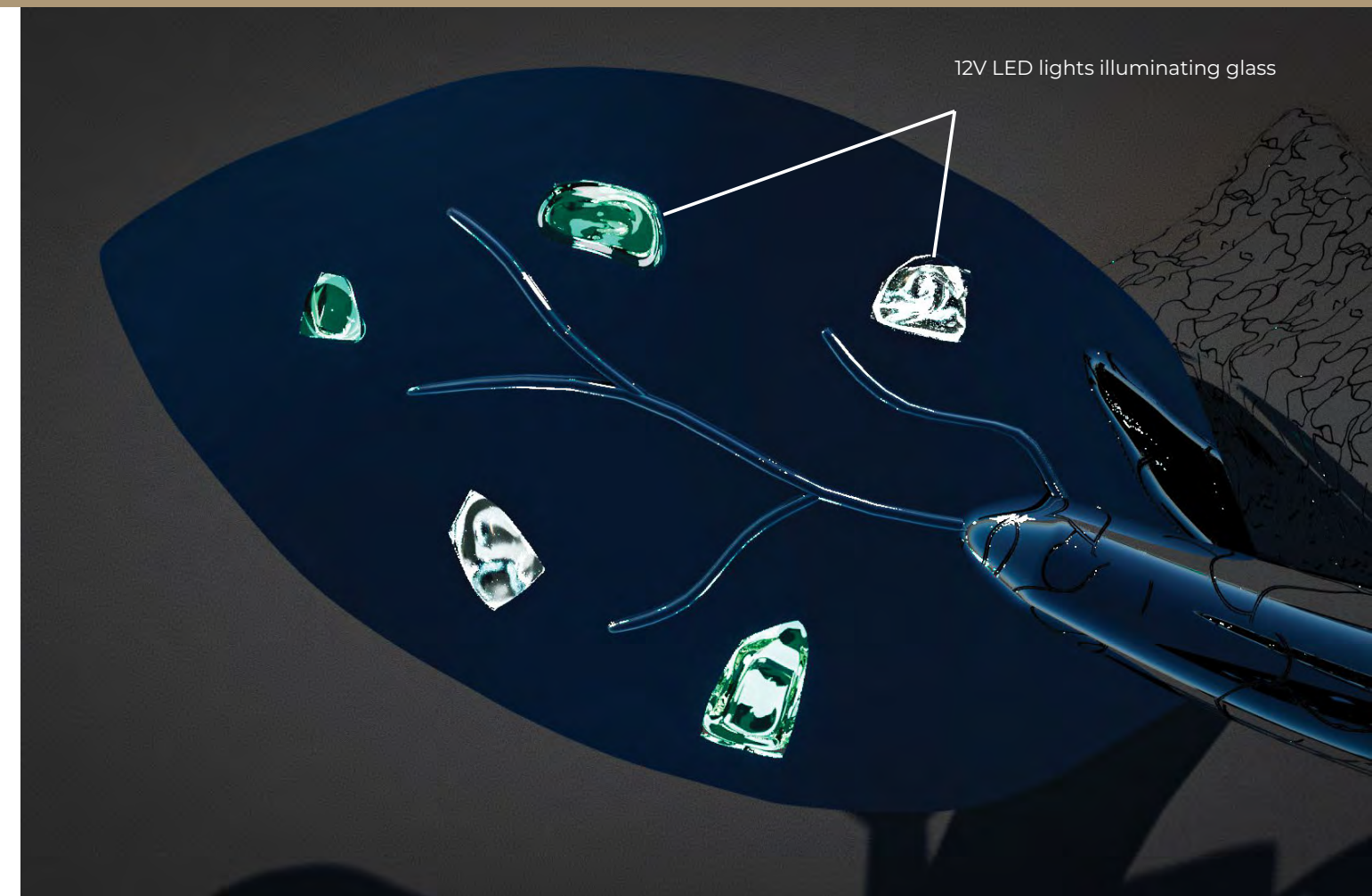
The LED lighting system will be accessible from the provided access door. The lighting system used is capable of 10 + yrs of trouble free use, before there is a minimal amount of intensity loss. The 12V transformer located in the base is easily accessible for replacement. The LED diodes at the leaf would be changed with a bucket truck. Multiple replacement will be provided for future needs. All fixtures are UL listed and rated for outdoor usage.

There are many examples of mirror polished sculptures around the world. Arguably, one of the most recognizable is "cloud gate" in Chicago. This mirror polished sculpture has endured direct public contact on a daily basis, in some of the worst environmental conditions, since 2006.

From a longevity standpoint, this sculpture will easily have a 50 plus year, trouble free life. It would be recommended that the interior and base plate integrity be inspected every 5 years. This would be done through physical inspection through the integrated service door at the bottom of the sculpture.

Lighting

To improve upon the concept even further, we propose to add a lighting component within the structure. Embedded within each leaf itself would be multiple colored glass rocks. These heavy, extremely colorful glass rock features would provide an amazing contrast to the mirror finish. These elements will look amazing during the day, catching the abundant sunlight. However, at night it would provide a display that would be in some ways even more spectacular. The leaves would be fabricated with stainless steel tubing to resemble “veins”. This conduit, while adding to the leaves anatomy, would also provide a conduit for 12V LED electrical lighting to each glass rock. At dusk a photocell would trigger the LED lights to illuminate the glass. The base of the sculpture would contain the transformers and electronics necessary to power this feature.





TRACY HILLS

TRACY HILLS

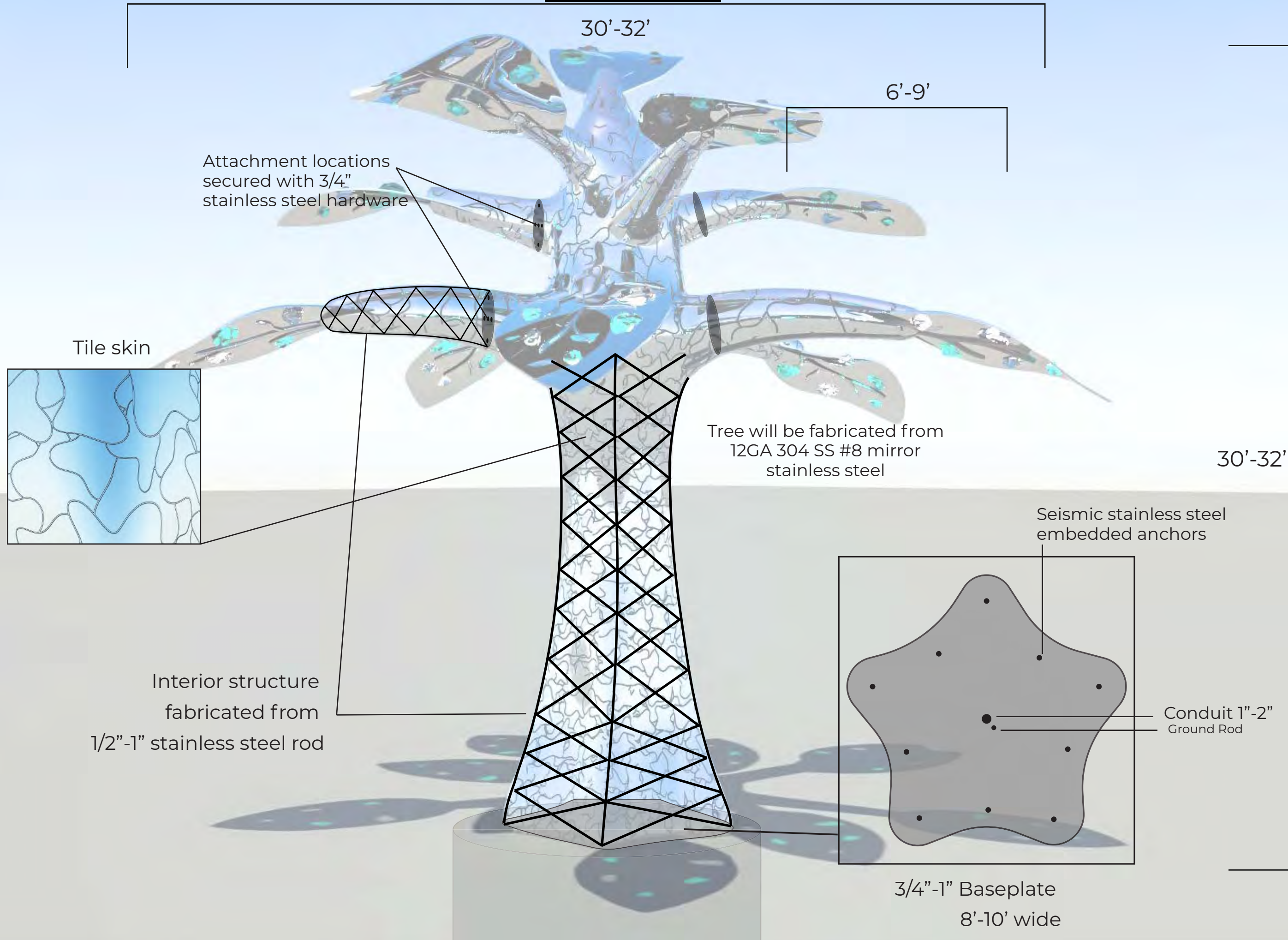
ATTACHMENT C

Fabrication & Materials

The entire sculpture would be constructed of 304 stainless steel. The interior structure of the sculpture would be fabricated from ½-1 inch stainless steel structural rod. This internal skeleton would be created in a triangulated structure that would be very light weight for the size, while at the same time creating a very rigid internal framework. The baseplate would contain 8-10 attachment openings that would sit on top of a structurally engineered concrete base. Seismic stainless steel embedded anchors for attachment. The base would also include openings for electrical and grounding components. This system will allow ease of installation at the site. Access to the internal components would be achieved through a discrete, integrated door at the ground level.

The exterior skin would be created with individual mirror stainless tiles of varying sizes, but all of similar general shape. They would be welded directly to the internal support structure. Each tile would overlap one another and in the end create a very pleasing surface texture. These tiles would be approximately 12 gauge thickness and would greatly add to the structural integrity. The leaves themselves would also be 10-12 gauge mirror stainless sheet metal.

ATTACHMENT C



ATTACHMENT C

Installation

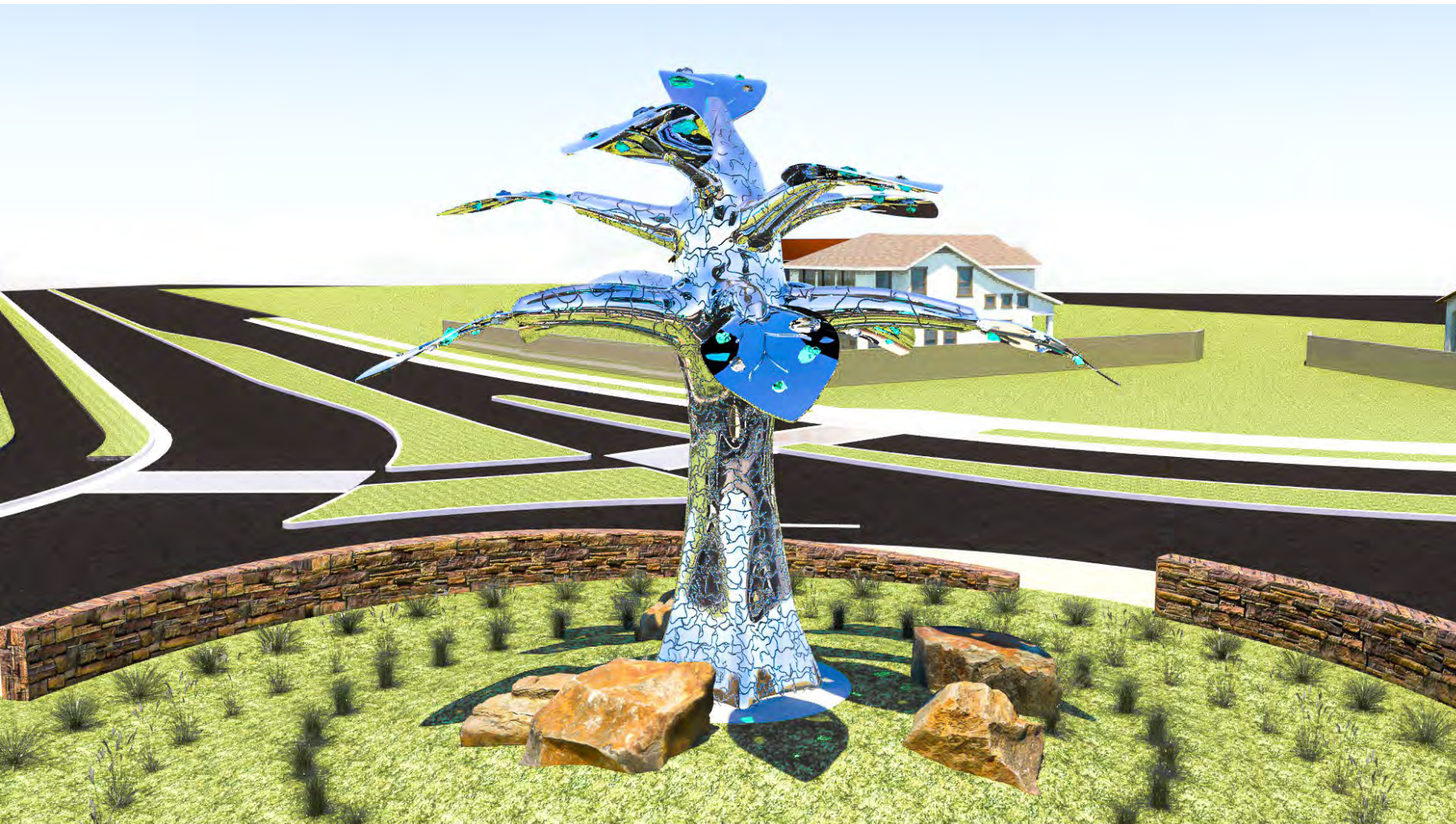
For ease in assembly on site, the sculpture will be delivered in component pieces and bolted together at the time of installation. Each section could easily be installed by a grade-all or portable crane. The base and trunk would be installed first, followed by the branches. All bolt together with the use of a scissor or bucket lift. The junctions between each bolted section would require a few additional plates to be welded in, on site. This installation method would allow for ease in transport and erection at the site.

In the end, this sculpture would be very low maintenance and extremely robust. It will give many decades of maintenance free use and is constructed of materials that are 100 percent appropriate for the site conditions and weather demands. Repairs could be performed by regular maintenance personnel. We always make ourselves available for maintenance personal question and can always travel to the site to assist, as we are located within 110 miles.

ATTACHMENT C

Budget Estimate

The following budget is based on the above concept, using the most high end materials and in our opinion, will give the biggest bang for the buck. Integral Communities will be funding the fabrication and installation of this sculpture. We feel this budget is appropriate based on our previous installations and given the current state of material costs and labor. Structural footing, site preparation and electrical, not included.



- Permits and Engineering \$15,000
- Stainless steel materials/attachments \$168,000
- Glass Spheres \$24,000
- Lighting \$12,000
- Insurance/Worker's comp. \$4,000
- Artists/Admin. Fees \$30,000
- Installation/Transportation/labor \$25,000
 - includes crane or skytrak forklift
 - personnel/art installation supervision
 - delivery to site
 - rigging and lifting equipment
 - hardware attachment and installation
- Tax estimate \$20,000
- Shop Labor/Subcontractor fees/Supplies \$182,000
 - licensed contractor for install
 - electrical contractor
 - shop labor/office personnel
 - supplies/gas/welding/mock ups
- Photo documentation \$3,000
- Total Estimated Budget +/- \$483,000**

ATTACHMENT C

We feel that this combination of features and materials will create an amazing sculptural display for Integral Communities, Tracy Hill's residents and the City of Tracy.

For this proposal and design process, we have been aiming for our "top shelf" sculpture concept. We feel that we have created a dynamic and interactive feature, that "literally" reflects the community and surrounding environment of Tracy, Ca.

We are very excited for the possibility making this concept a reality for the wonderful City of Tracy.





General Notes

- Construction shall conform to all applicable codes and regulations.
- Safety Note:**
 - It is the Contractor's responsibility to comply with the pertinent sections, as they apply to this project, of the "Construction Safety Orders" issued by the State of California latest edition, and all OSHA requirements.
 - The owner and the Structural Engineer do not accept any responsibility for the Contractor's failure to comply with these requirements.
 - The Contractor shall be responsible for adequate design and construction of all forms and shoring required.
- The contractor shall notify the Architect and Structural Engineer where a conflict or a discrepancy occurs between the structural drawings and any other portion of the contract documents or existing field conditions. Such notification shall be given in due time so as not to affect the construction schedule. In case of a conflict between structural and architectural drawings, the more restrictive condition shall take precedence unless written approval has been given for the least restrictive. Contractor shall verify all dimensions with architectural and structural drawings prior to commencing any work.
- Where no specific detail is shown, the construction shall be identical or similar to that indicated for like cases of construction on this project. Should there be any question, contact the Architect and Structural Engineer prior to proceeding.
- Any substitutions for structural members, hardware, or details shall be reviewed by the Architect and Structural Engineer. Such review will be billed on a time and materials basis to the General Contractor with no guarantee that the substitution will be allowed.
- Do not scale drawings. Contact the Architect or Structural Engineer for any dimensions not shown.
- These drawings are not complete until reviewed and accepted by local building officials and signed by the owner and the Structural Engineer.
- All drawings and written material appearing herein constitutes the original and unpublished work of the Structural Engineer and the same may not be duplicated, used or disclosed without written consent of the Structural Engineer and compensation.
- The structure shown on these drawings is structurally sound only in its completed form. The stability of this structure depends on the diaphragm and the bracing members shown. The Contractor is to provide for the design and construction of shoring for all earth, forms, concrete, steel, wood, and masonry to resist gravity, earth, wind, seismic, and construction loads. Shoring shall remain in place until all diaphragm and lateral resisting elements are in place in their entirety.

Design Criteria

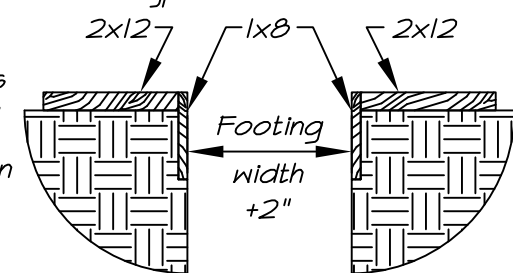
- Codes and Standards**
2022 California Building Code
ASCE 7-16
 - Vertical Loads:**
Live Load = 300# (vertical)
(to account for persons climbing on art sculptures)
 - Lateral Loads:**
Seismic:
Seismic Design Category: D
Site Soil Classification: D
Risk Category: II
Seismic Importance Factor: 1.0
S_s = 1.42
S_i = 0.40
S_{ps} = 0.95
S_{pi} = 0.50
 - Soils Values:**
Allowable soil pressures:
1. DL = n/a psf
2. DL+LL = 1500 psf
3. DL+LL+Seismic = 2,000 psf
Passive Lateral Pressure: 300 pcf
Coefficient of Friction: 0.30
minimum width: 12"
minimum depth: 24"
- Wind:
V₅₀ = 93 mph, exposure C

Special Inspections

No special inspections are required by the Engineer of Record and the CBC. See concrete design notes below. Verify with jurisdiction for any required special inspections not indicated here.

Foundations

- All foundation work shall be done in accordance with the requirements of the soils report. Project No. 10316.002.001 dated October 7, 2021 by ENGEO Incorporated
- Foundation depths indicated on plans are for estimating purposes only. Actual depths are to be determined on the jobsite, but not less than that shown in the drawings.
- Bottoms of all foundations shall be level. Changes in bottom of foundation elevation shall be made according to stepped footing detail on the Typical Detail sheet.
- All pile caps, grade beams, tie beams & other footings shall be formed unless specifically approved by the Structural Engineer. Foundations may be cast in neat excavations provided written approval is obtained and footings are installed according to "Manual of Standard Practice for Reinforced Concrete Construction".



Concrete

- Structural concrete shall attain 28 day compressive strength as required in note #17.
- Concrete mix design shall be prepared by an independent laboratory approved by the Structural Engineer. Selection of concrete mix proportions shall be per CBC and ACI requirements.
- Cement shall conform to ASTM C-150 type I or II.
- Concrete aggregates shall conform to ASTM C-33.
- Reinforcing steel shall conform to ASTM A615- grade 60 for #4 and larger, and ASTM A615-grade 40 for #3 and smaller.
- Reinforcing steel shall be fabricated according to "Manual of Standard Practice for Reinforced Concrete Construction".
- Wire fabric shall conform to ASTM A-185.
- Dimensions shown for location of reinforcing are to the face of main bars and denote clear coverage. Concrete coverage shall be as follows: concrete deposited against ground (except slabs) - 3". Concrete exposed to ground but placed in forms - 2". Slabs (on ground) - 2" clear from top U.N.O.
- Splices in continuous reinforcement shall be 48 bar diameters and splices in adjacent bars shall be not less than 5'-0" apart. Splices in W/F shall be 1 1/2 meshes wide.
- Construction joints shall be made rough and all laitance removed from the surface. Concrete may be roughened by chipping the entire surface, sand blasting or raking the surface to produce 1/4" deep deformations.
- Remove all debris from forms before casting any concrete.
- Reinforcing, dowels, bolts, anchors, sleeves, etc., to be embedded in concrete shall be tied securely in position before placing concrete.
- Maximum free fall of concrete shall be 8'-0".
- Consolidate concrete placed in forms by mechanical vibrating equipment supplemented by hand-spreading or tamping. Use equipment and procedures for consolidation of concrete in accordance with the recommended practices of ACI 309 to suit the type of concrete and project conditions.
- No wood spreaders allowed. No wood stakes allowed in areas to be concreted.
- All saw cutting shall be done after initial set has occurred to avoid tearing or damage by the saw blade, but before initial shrinkage has occurred.
- Concrete strengths: (max slump=4')

Class	Item	f'c @ 28 days	Max Aggregate Size	Weight Ratio	Max W/C
A.	Conc. - general use	3000 psi	1 1/2"	145	0.60

Note: Concrete designed at 2500 psi, therefore no special inspection is required.

Abbreviations

- | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| addl Additional | AL Alternate | ALSC American Institute of Steel Construction | APA American Plywood Association | ASTM American Society for Testing and Materials | AWG American Welding Society | AB Anchor bolt | arch Architect/Architectural | @ At | bm Beam | brg Bearing | btr Better | btw Between | blkq Blocking | B.S. Both sides | bott Bottom | clg Ceiling | cl Center to center | CL Center line | clr Clear | col Column | conc Concrete | cont Continuous | CS Contersink | DL Dead Load | det Detail | diag Diagonal | dia Diameter | ditto Ditto | DF Douglas Fir | dbl Double | dwg Drawings | ea Each | EF Each Face | embed Embedment | EN Edge Nail | E.W. Each Way | elev, el Elevation | eq Equal | equip Equipment | Exist Existing | FC Face of concrete | FS Face of Stud | fin Finish | FF Finish Floor | FG Finish grade | flr Floor | ftg Footing | frd Foundation | frmg Framing | galv Galvanized | ga Gauge | hpr Hanger | hdr Header | ht Height | horiz Horizontal | int Interior | inv Inverted | jst Joist | jh Joist hanger | LS Lag screw | LL Live Load | LVL Laminated veneer lumber | mfr Manufacturer | max Maximum | mech Mechanical | MI Malleable Iron | mn Minimum | misc Miscellaneous | (n) New | nts Not to scale | # Number or pounds | oc On center | ply Plywood | psf Pounds per square foot | psi Pounds per square inch | PTDF Pressure treated douglas fir | r rad Radius | RWD Redwood | reinf Reinforcing | req'd Required | rf Roof | R.O. Rough opening | Ø Round or diameter | sched Schedule | shtg Sheathing | sht Sheet | sim Similar | sq square | stagg Staggered | std Standard | stfr Stiffener | struct Structural | SP structural plywood | symm Symmetrical | T.N Toe nail | t4b Top & bottom | t.o.c. Top of concrete | t.o.f. Top of framing | t.o.p. Top of plate | t.o.w. Top of Wall | t4g Tongue & Groove | typ Typical | u.n.o. Unless noted otherwise | vert Vertical | v.l.f. Verify in field | w/ With | w/n Without | w/o Without | WS Wood screw | WCLIB West Coast Lumber Inspection Bureau |
|-----------------------|--------------------|---|--|---|------------------------------------|----------------------|------------------------------------|------------|---------------|-------------------|------------------|-------------------|---------------------|----------------------|-------------------|-------------------|---------------------------|----------------------|-----------------|------------------|---------------------|-----------------------|---------------------|--------------------|------------------|---------------------|--------------------|-------------------|----------------------|------------------|--------------------|---------------|--------------------|-----------------------|--------------------|--------------------|--------------------------|----------------|-----------------------|----------------------|---------------------------|-----------------------|------------------|-----------------------|-----------------------|-----------------|-------------------|----------------------|--------------------|-----------------------|----------------|------------------|------------------|-----------------|------------------------|--------------------|--------------------|-----------------|-----------------------|--------------------|--------------------|-----------------------------------|------------------------|-------------------|-----------------------|-------------------------|------------------|--------------------------|---------------|------------------------|--------------------------|--------------------|-------------------|----------------------------------|----------------------------------|---|--------------------|-------------------|-------------------------|----------------------|---------------|-------------------------|---------------------------|----------------------|----------------------|-----------------|-------------------|-----------------|-----------------------|--------------------|----------------------|-------------------------|-----------------------------|------------------------|--------------------|------------------------|-----------------------------|----------------------------|--------------------------|-------------------------|---------------------------|-------------------|------------------------------------|---------------------|-----------------------------|---------------|-------------------|-------------------|---------------------|---|

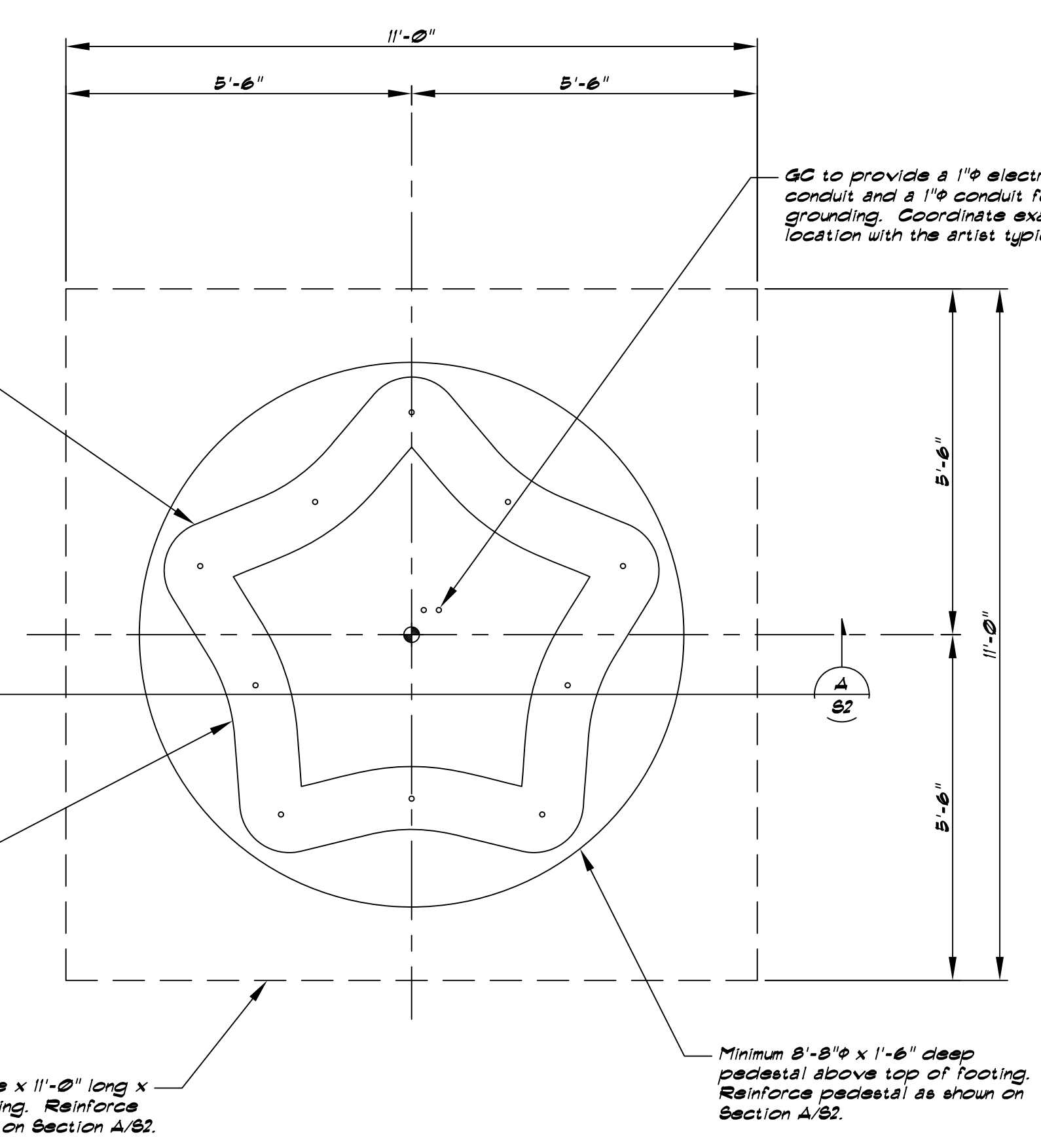
Notes:

- The art sculpture anchorage and foundation designs are site specific for the Integral Communities Tracy Hills Public Art Sculptures located in Tracy, CA. The foundation and anchorage design is based on sculpture design parameters and information supplied by Jagged Edge Metal Art. The maximum and minimum sculpture weights and outside dimensions are indicated on the details provided. All sculpture design and detailing along with fabrication is being done by others and is outside the scope of work for this project. All concrete fitwork around the sculptures are to be designed and detailed by others.
- Concrete and related work shall be mixed, placed and cured in accordance with the latest edition of the "Building Code Requirements for Reinforced Concrete" ACI 318 and "Specifications for Structural Concrete" ACI 301.
- Unless noted otherwise (u.n.o.), the concrete cover for all reinforcing bars shall conform to the minimum requirements of ACI 318.
- Provide 3/4" x 45° chamfer on all exposed concrete edges.
- Foundations have been designed to rest on undisturbed non-expansive soils with a minimum allowable net bearing capacity of 1500 psf per the code minimum values in the 2022 CBC. The existing geotechnical report did not have specific recommendations for this specific site structure, so code minimum values were used. The site preparation and allowable lateral bearing pressures will be used and provided in accordance with the geotechnical report provided.
- Contractor shall field verify all existing site conditions prior to beginning construction. Notify the structural engineer if any conditions are different than what is shown on the details.
- All anchor bolts specified are to be ASTM F1554, Grade 36 bolts. All holes in base plates shall be 1/8" diameter larger than the threaded rod size indicated.
- All steel plates are to be ASTM A36 minimum, Fy = 36 ksi.
- All steel pipe shall conform to ASTM A-500, grade B Fy = 42 ksi, Fu = 58 ksi.
- Galvanize all steel base plates and HSS sections prior to installation, or use stainless steel materials.
- All post installed anchors are to be HiTi! Kwik Bolt T22 (KB-T22) stainless steel anchors with 3/4" minimum embedment as specified on the details. Install all post installed anchors in accordance with the ICC report ESR-4266. Expansion anchors shall be type 304 or 316 stainless steel. All anchors shall be torque tested per the ICC report requirements when required by the local jurisdiction.

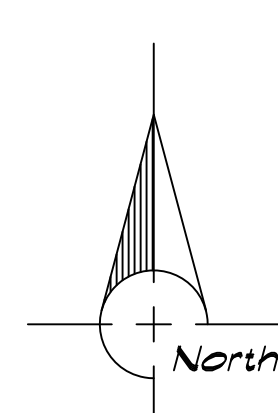
ATTACHMENT C

Tree art sculpture base plate by Jagged Edge Metal Art. Sculpture outlines are not shown for clarity. Base plate configuration and anchor bolt locations are shown at top of footing. See details 1/82 and 2/82 for the controlling design dimensions and weights for this art sculpture. All sculpture detailing is to be completed by the artist. The structural support and anchorage for the art sculpture is shown on these drawings accordingly.

Proposed Tree art sculpture base plate and anchor bolt configuration - see Artist documentation for more information not shown typ. See Detail 3/82 for additional information not shown.



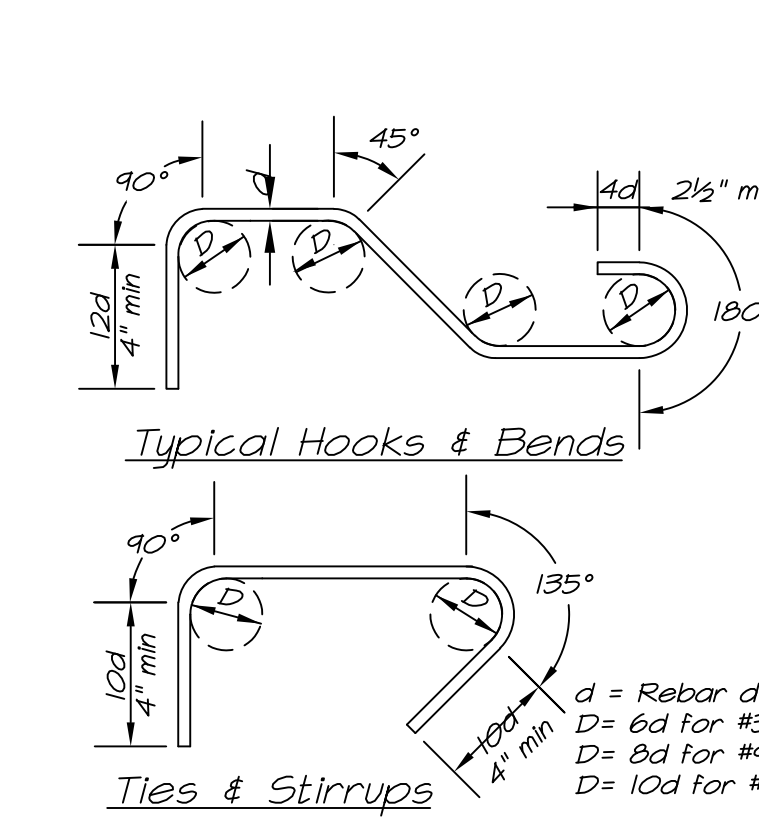
Tracy Hills Tree Art Sculpture Foundation Plan



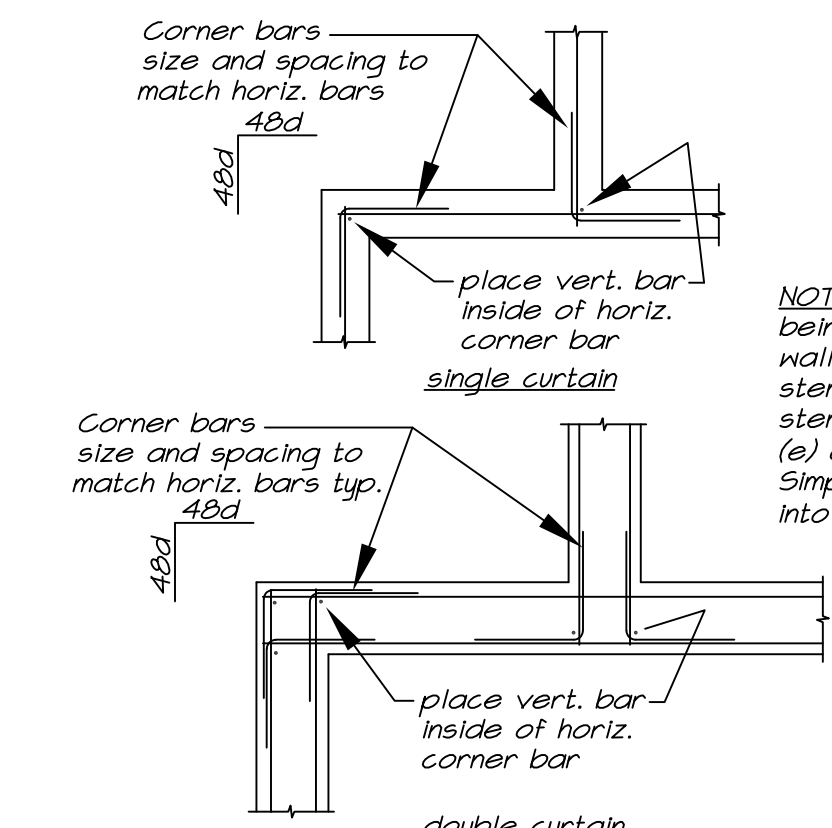
Plan Detail 1/81 1/2" = 1'-0"

See "Notes" at left for standard material clarifications and direction typ.

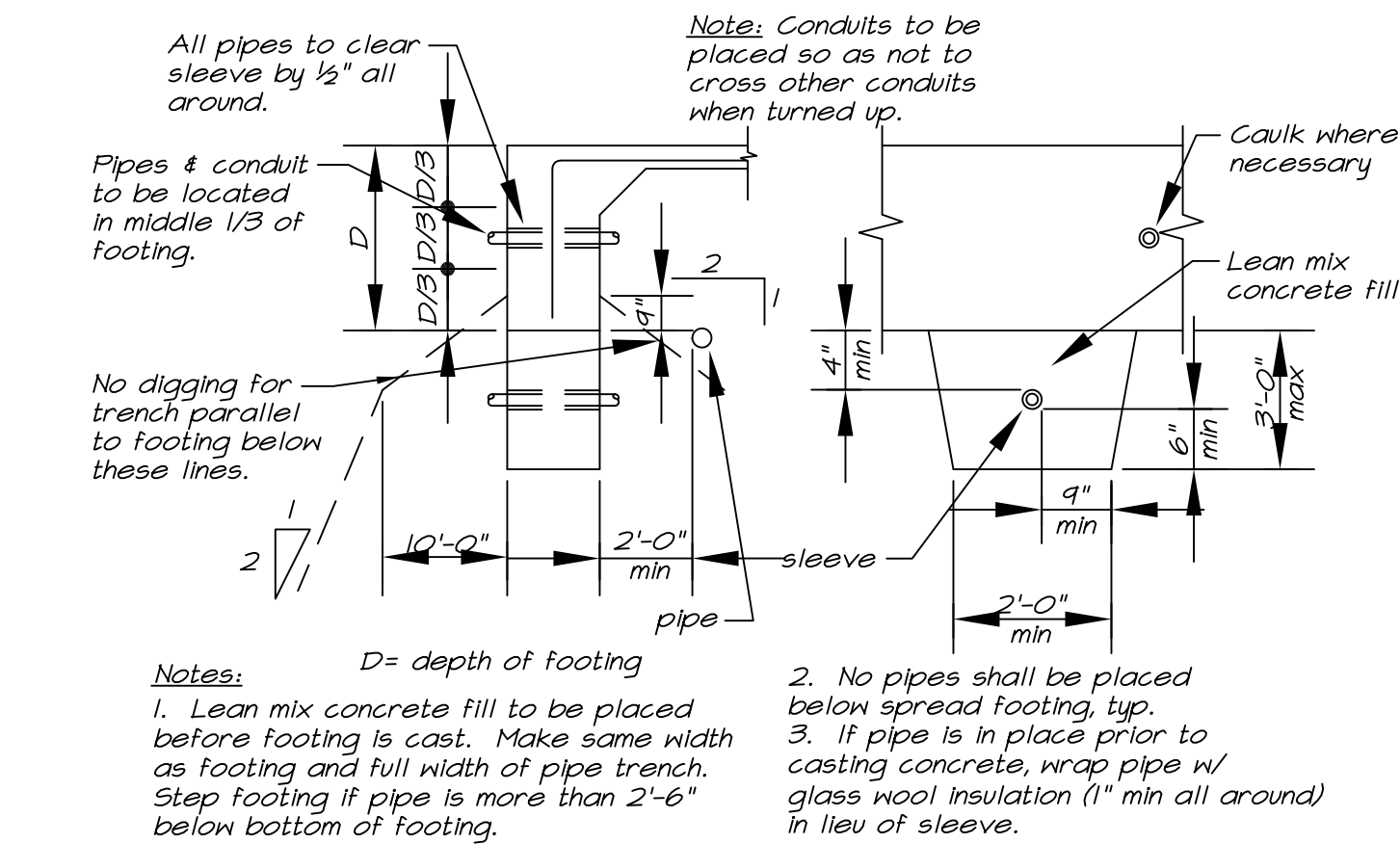
SOIL PREPARATION NOTE: Bearify a minimum of 12" of the upper layer of soil, moisture condition to at least 1% point above the optimum moisture content, and re-compact to at least 90% relative compaction per the site specific geotechnical report. (Project No. 10316.002.001 dated September 19, 2019 by ENGEO, Inc.)



Rebar Hooks & Bends 2/81 3/8" = 1'-0"



Typical Corner Reinforcing 3/81 3/8" = 1'-0"

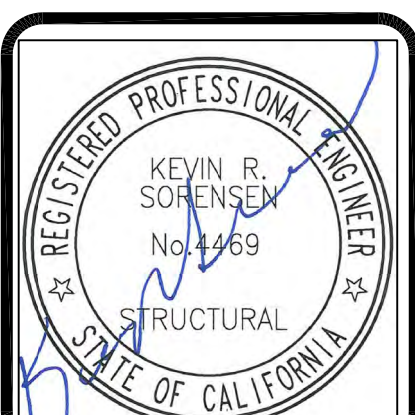


Concrete Footing at Pipes & Conduits 4/81 3/8" = 1'-0"

REVISIONS	BY
90% Progress Set 03/19/2023	KRS
100% Submittal Set 04/05/2023	KRS
Plan Check	KRS
	KRS

Kevin R. Sorensen, SE
3560 Halcon Road
Camino, CA 95709
916.770.9267

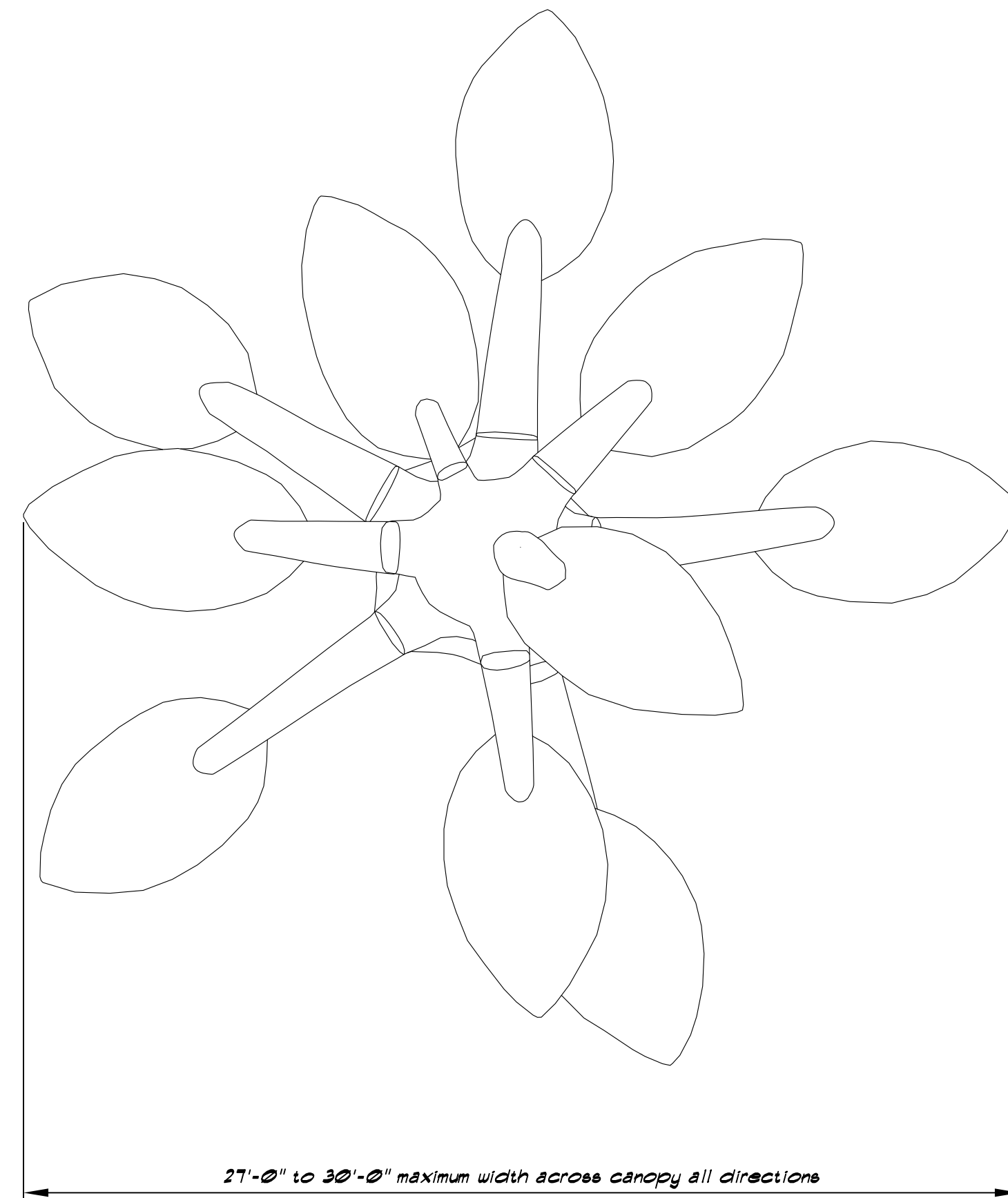
TRACY HILLS
PUBLIC ART SCULPTURE
CORRAL HOLLOW ROAD and SIERRA VIEW DRIVE,
TRACY CA 95377



ART SCULPTURE FOUNDATION PLAN, NOTES & DETAILS

DRAWN	KRS
CHECKED	
DATE	04/05/2023
SCALE	As Shown
JOB NO.	23SE02
SHEET	

ATTACHMENT C



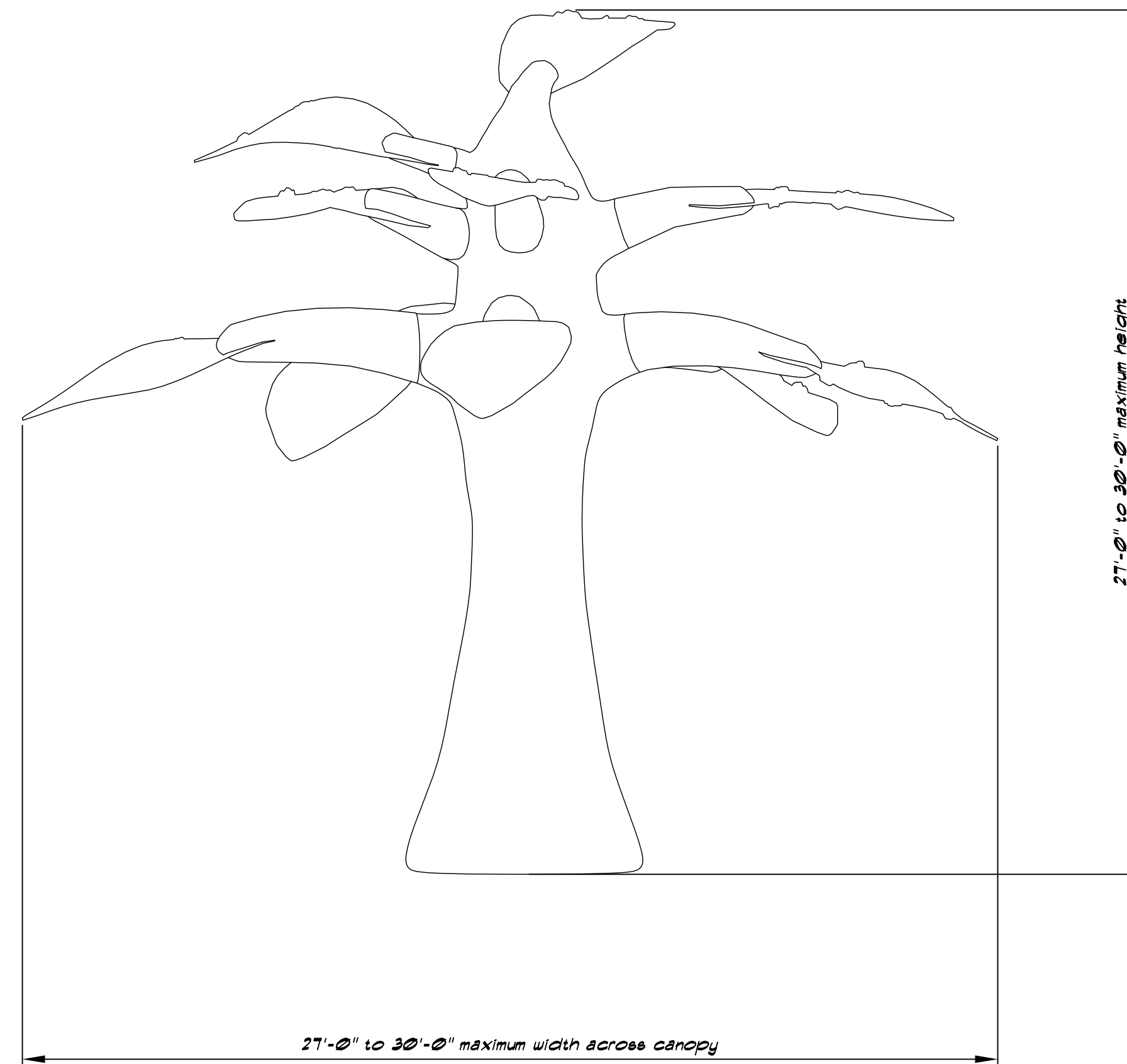
27'-0" to 30'-0" maximum width across canopy all directions

Tracy Hills Tree Art Sculpture Design Parameters:

Maximum Weight = 8500 lbs
 Minimum Weight = 7500 lbs
 Maximum Wind Projected Surface Area: 274.0 SF (elevation view)
 Maximum Wind Projected Surface Area: 357.0 SF (plan view)

Plan View of Tree Art Sculpture

Detail 1/82 No Scale



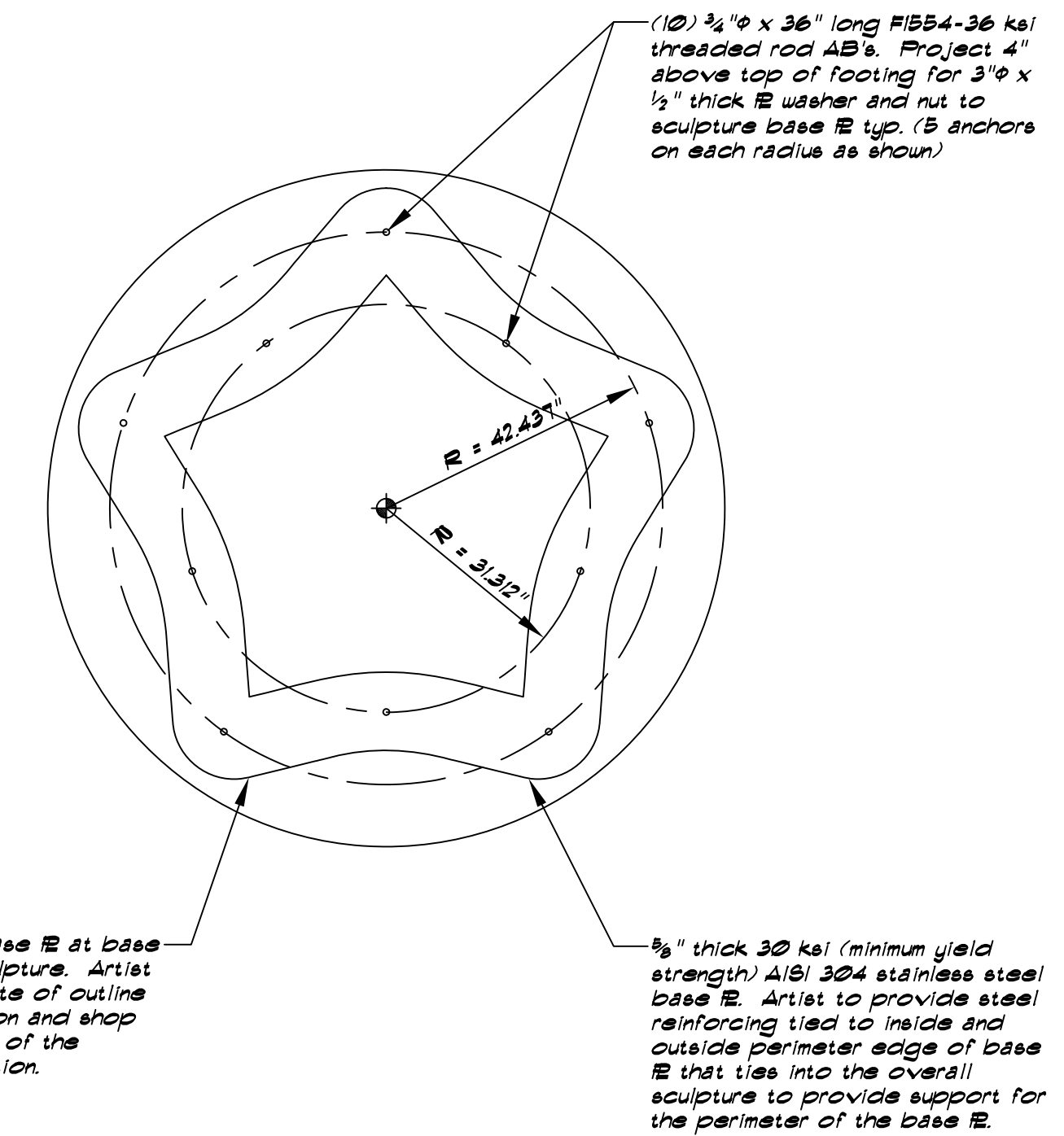
27'-0" to 30'-0" maximum width across canopy

Tracy Hills Tree Art Sculpture Design Parameters:

Maximum Weight = 8500 lbs
 Minimum Weight = 7500 lbs
 Maximum Wind Projected Surface Area: 274.0 SF (elevation view)
 Maximum Wind Projected Surface Area: 357.0 SF (plan view)

Elevation View of Tree Art Sculpture

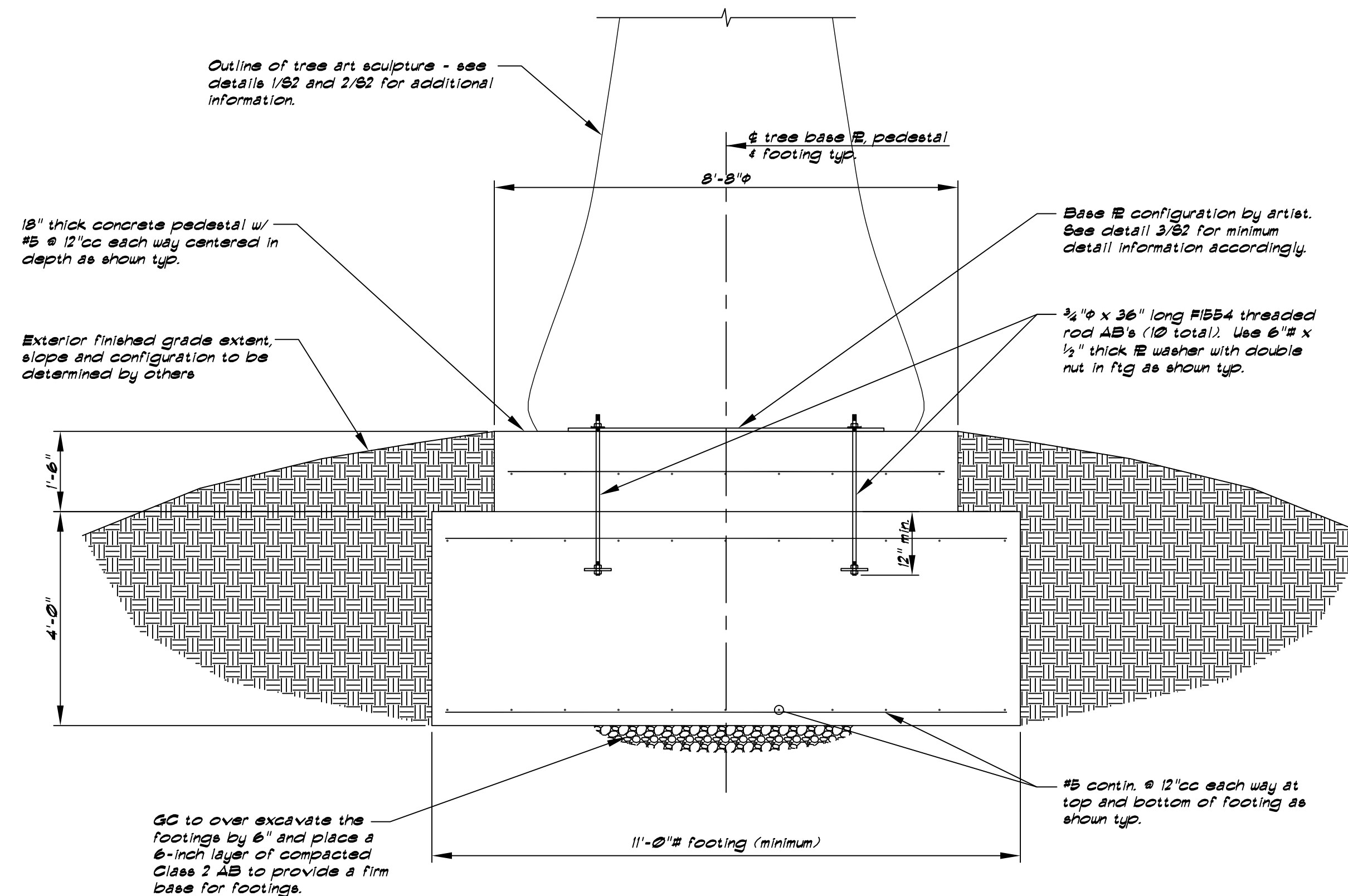
Detail 2/82 No Scale



Outline of steel base #E at base of vertical art sculpture. Artist to provide template of outline for shop fabrication and shop installation as part of the sculpture construction.

Plan View of Tree Art Sculpture Base #E

Detail 3/82 No Scale

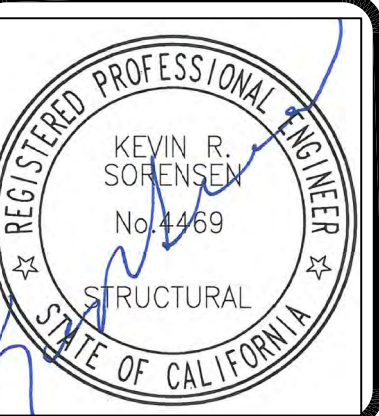


Section A/82 1/2" = 1'-0"

REVISIONS	BY
90% Progress Set 03/17/2023	KRS
100% Submittal Set 04/05/2023	KRS
Plan Check	KRS
	KRS

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TRACY HILLS
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 CORRAL HOLLOW ROAD and SIERRA VIEW DRIVE,
 TRACY CA 95377



ART SCULPTURE
STRUCTURAL
SECTIONS &
DETAILS

DRAWN KRS
CHECKED
DATE 04/05/2023
SCALE As Shown
JOB NO. 23SE02
SHEET

S2
 OF SHEETS

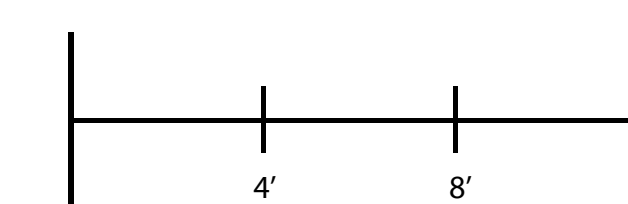
ATTACHMENT C



ATTACHMENT C



1"=4'0"SCALE

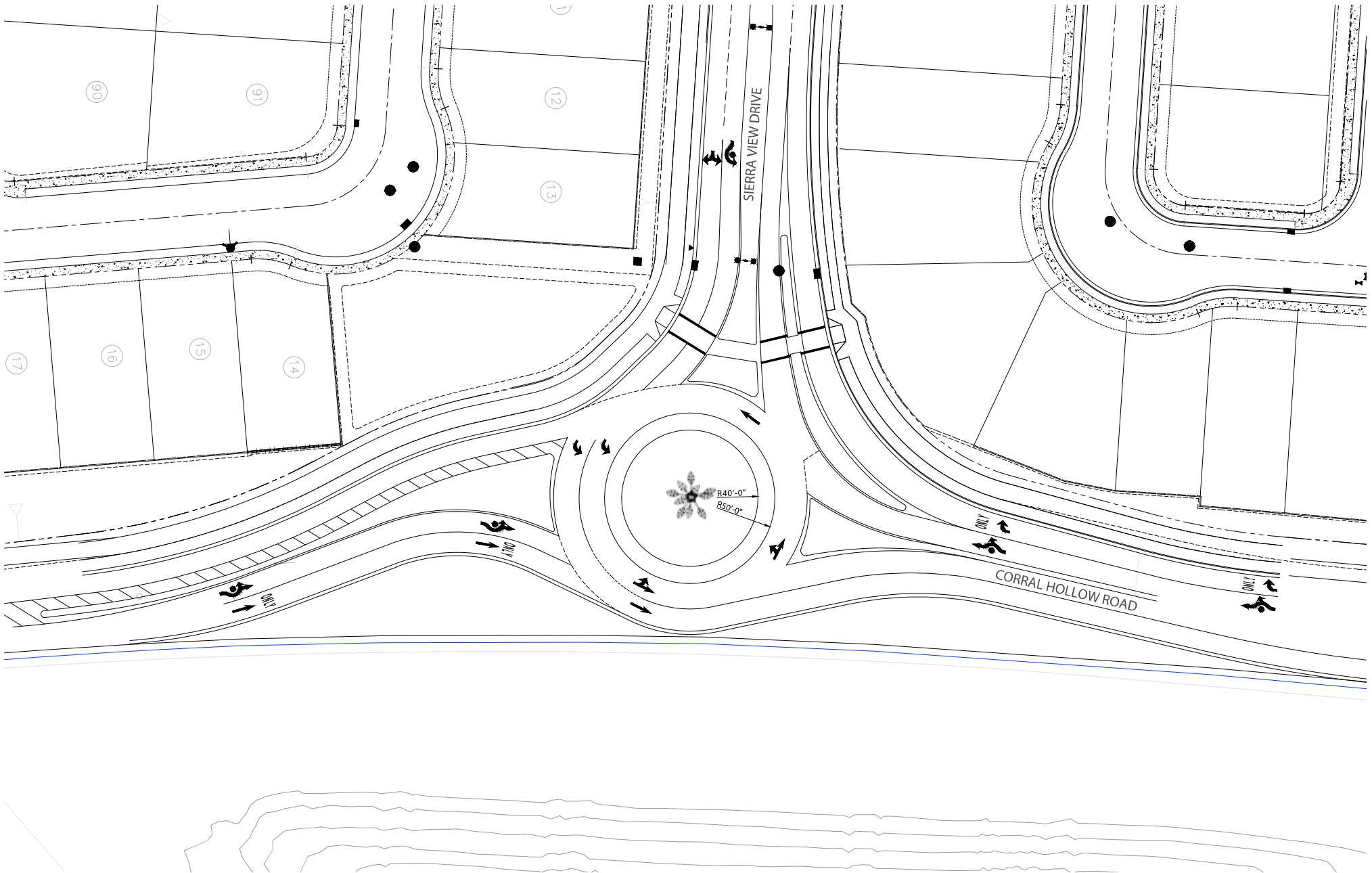


Elevation View

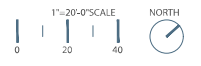
ATTACHMENT D

Roundabout layout, signage, retaining wall & landscaping is for conceptual purposes only.





TRACY HILLS
TRACY | CALIFORNIA
INTEGRAL COMMUNITIES | 21-042
DATE 7 | 5 | 22



SITE PLAN | L1





— 4' NATIVE SOIL TRAIL



TRAIL REST AREA - SHADED PICNIC TABLE



FITNESS STATION



— 10' DG TRAIL



TRAIL ENTRANCE



ART SCULPTURE



LOOKOUT POINT



INFORMATIONAL SIGNAGE

Note: All graphics and images shown related to park development are conceptual in nature. All park designs will be subject to review and approval by the City and the Tracy Parks and Community Services Commission.

Figure D-27
Phase 2 Trails

September 2021