REVISED

TRACY CITY COUNCIL

REGULAR MEETING AGENDA

Tuesday, February 17, 2026, 7:00 P.M.

A quorum of the City Council will be in attendance at:
Tracy City Hall, Council Chambers, 333 Civic Center Plaza, Tracy, CA 95376
And Council Member Bedolla will attend remotely at the following location:
1755 Harvest Landing Lane, Tracy, CA 95376
Website: www.cityoftracy.org

THIS MEETING WILL BE OPEN TO THE PUBLIC FOR IN-PERSON AND REMOTE PARTICIPATION.

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 "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 2556 652 3080** 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 25566523080#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:*

Date Posted: February 13, 2026

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 Audience/Public Comment," or "Regular Agenda" portions of the agenda will be accepted until the public comment for that item is closed.*
- *Comments received on Webex outside of the comment periods outlined above will not be included in the record.*

Americans With Disabilities Act – The City of Tracy complies with the Americans with Disabilities Act and makes all reasonable accommodations for persons with disabilities to participate in Council meetings. Persons requiring assistance or auxiliary aids should submit a request to the City Clerk's Office by emailing cityclerk@cityoftracy.org or calling (209) 831-6105 at least 24 hours prior to the meeting.

Requests for Language Interpretation and Translation – Requests for language interpretation and translation may be arranged by submitting a request to the City Clerk's Office by emailing cityclerk@cityoftracy.org or calling (209) 831-6105 at least 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 agendized items of business, "Items from the Audience/Public Comment" following the Consent Calendar will be limited to 15-minutes maximum period. "Items from the Audience/Public Comment" listed near the end of the agenda will not have a maximum time limit. A five-minute maximum time limit per speaker will apply to all individuals speaking during "Items from the Audience/Public Comment". For non-agendized items, Council Members may briefly respond to statements made or questions posed by individuals during public comment; ask questions for clarification; direct the individual to the appropriate staff member; or request that the matter be placed on a future agenda or that staff provide additional information to Council. When members of the public address the Council, they should be as specific as possible about their concerns. If several members of the public comment on the same issue an effort should be made to avoid repetition of views already expressed.

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

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

Date Posted: February 13, 2026

CALL TO ORDER

DISCLOSURE OF PARTICIPATION BY TELECONFERENCE PURSUANT TO GOVERNMENT CODE SECTION 54953.8.3, IF APPLICABLE

ROLL CALL AND DECLARATION OF CONFLICTS

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENTATIONS

1. Proclamation: Random Acts of Kindness Day

2. Certificates of Achievement for Drug Abuse Resistance Education (D.A.R.E.) Program Community Service Award Winners

3. Certificates of Recognition for Enlistments to the United States Army and Air Force

4. Certificate of Appointment for Parks and Community Services Commissioner

ORDER OF BUSINESS

1. CONSENT CALENDAR

1.A. Adoption of Minutes of the January 13, 2026 Special Meeting, January 20, 2026 Regular Meeting, February 3, 2026 Special Meeting - Closed Session, February 3, 2026 Special Meeting, and February 3, 2026 Regular Meeting.

1.A - 01-13-2026 - Special Meeting Minutes.pdf
1.A - 01-20-2026 - Regular Meeting Minutes.pdf
1.A - 02-03-2026 - Closed Session Meeting Minutes.pdf
1.A - 02-03-2026 - Special Meeting Minutes.pdf
1.A - 02-03-2026 - Regular Meeting Minutes.pdf

1.B. Staff recommends that the City Council approve a leave of absence for Parks and Community Services Commissioner Linda Jimenez for March and April 2026.

1.B - Staff Report - Leave of Absence for Commissioner Jimenez.pdf
1.B - Resolution - Leave of Absence for Commissioner Jimenez.pdf

1.C. Staff recommends that City Council adopt a resolution approving and authorizing recordation of a Subdivision Improvement Agreement and a Final Subdivision Map Tract 3855 for the Rocking Horse Residential Development Project.

1.C - Staff Report - SIA Tract 3855 Rocking Horse.pdf

1.C - Resolution - SIA Tract 3855 Rocking Horse.pdf

1.D. Staff recommends that the City Council adopt a Resolution authorizing the following amendments to the City's Classification and Compensation Plan and Master Salary Schedule:

(1) Establish the classifications and salary ranges for Animal Services Assistant and Cross Connection Control Specialist

(2) Reallocate the classification of Animal Services Aide to Animal Services Assistant and reclassify the incumbents.

1.D - Staff Report - Classifications.pdf
1.D - Resolution - Classifications.pdf

1.E. Staff recommends that the City Council adopt a resolution approving (1) the execution of a Master Professional Services Agreement for On-Call Roadway and Utility Design Services with CSG Consultants, Inc., a California Corporation, for an initial term of three years, with a retroactive effective date as of January 6, 2026, for a total not-to-exceed amount of $600,000 per fiscal year, and (2) authorizing two administrative options to extend for a one-year term each.

1.E - Staff Report - MPSA On Call Roadway Utility Design Services.pdf
1.E - Resolution - MPSA On Call Roadway Utility Design Services.pdf

1.F. Staff recommends that the City Council adopt a resolution 1) approving a Professional Services Agreement with Wood Rodgers, Inc., of Oakland, California, to provide engineering design services for the Citywide Trash Full Capture Systems, Capital Improvement Project 76088, in the amount of $851,695 with a term ending January 25, 2028, 2) authorizing the City Manager to extend the agreement term, if required, to comply with State Water Resources Control Board compliance timelines, 3) authorizing the City Manager to execute any documents or agreements required for compliance and permitting related to the State Water Resources Control Board for the project, and 4) authorizing the City Manager to approve change orders to the agreement up to $85,170, if needed.

1.F - Staff Report - PSA to Wood Rodgers for Citywide Trash FCS CIP 76088.pdf
1.F - Resolution - PSA to Wood Rodgers for Citywide Trash FCS CIP 76088.pdf

1.G. Staff recommends that City Council receive an informational update regarding the six (6) Capital Improvement Projects for the Corral Hollow Corridor widening from Parkside Drive to Interstate 580.

1.G - Staff Report - Corral Hollow Corridor Discussion.pdf
1.G - Presentation - Corral Hollow Corridor Discussion.pdf

1.H. Staff recommends that the City Council adopt a resolution approving Amendment No. 1 to the Master Professional Services Agreement with Mark Thomas & Company, Inc., a California Corporation, to provide Roadway Design Services, increasing the not-to-exceed amount to $1,000,000 per fiscal year.

1.H - Staff Report - Mark Thomas - Amd No. 1 - MPSA On Call Roadway Design Services.pdf
1.H - Resolution - Mark Thomas - Amd No. 1 - MPSA On Call Roadway Design Services.pdf

1.I. Staff recommends that the City Council adopt an Ordinance authorizing an amendment to the contract between the City of Tracy and the California Public Employees' Retirement System Plan to end employee cost sharing of 3% for local Police members in the Tracy Police Officers Association, pursuant to Government Code section 20516.

1.I - Staff Report - 2nd Read - CALPERS Ammendment.pdf
1.I - Ordinance - 2nd Read CALPERS Amendment.pdf

1.J. Staff recommends that the City Council adopt a resolution:

(1) determining that compliance with standard procurement processes is not in the best interests of the City pursuant to Tracy Municipal Code Section 2.20.180 (b)(4) and dispensing such requirement for the actions herein, and;

(2) approving a Customer License Agreement with Cellebrite, Inc. for licensed digital forensics products for a total not to exceed amount of $70,000 and for the term of three (3) years, from February 27, 2026 to February 26, 2029.

1.J - Staff Report - Cellebrite.pdf
1.J - Resolution - Cellebrite.pdf

1.K. Staff recommends that the City Council adopt a Resolution:

1) Approving the execution of a General Services Agreement with M.E. Simpson Company, Inc., an Indiana Corporation, for the large water meter testing, repair, and calibration services with an initial term of three (3) years and a total not-to-exceed amount of $300,000 per fiscal year; and

2) Authorizing an administrative extension by the City Manager for up to two (2) additional years, contingent upon satisfactory performance and budget availability.

1.K - Staff Report - ME Simpson GSA.pdf
1.K - Resolution - ME Simpson GSA.pdf

1.L. Staff recommends that the City Council adopt a resolution approving a service agreement with Thirkettle Corporation dba Aqua-Metric Sales Company, as a sole source vendor per Tracy Municipal Code Section 2.20.180(b)(c), for a total not-to-exceed amount of $200,000 per fiscal year with an initial five-year term and automatic renewal for an additional five (5) years, for a total not-to-exceed amount of $2,000,000 for the agreement, to provide services for:

a. Sensus Regional Network Interface ("RNI") and Sensus Analytics Software-as-a-Service (collectively the "SaaS Services") hosted services required for the daily operation of the FlexNet System; and

b. Aqua-Metric Value-Added Reseller Support services (the "Support Services") for infrastructure and software.

1.L - Staff Report - Aqua Metrics for SAAS and Support.pdf
1.L - Resolution - Aqua Metrics for SAAS and Support.pdf

1.M. Staff recommends that the City Council adopt a Resolution receiving, adopting, and issuing the report required by Elections Code Section 21130(f), regarding the City of Tracy's 2025-2026 districting process.

1.M - Staff Report - Districting Report.pdf
1.M - Resolution - Districting Report.pdf

2. ITEMS FROM THE AUDIENCE

3. PUBLIC HEARINGS

NONE

4. REGULAR AGENDA

4.A. Staff recommends that the City Council receive an informational update regarding the construction progress and proposed programming for the Tracy Recreation Activity Center (TRAC) and El Pescadero Park.

4.A - Staff Report - TRAC Informational Update.pdf
4.A - Presentation - TRAC Informational Update.pdf

4.B. Staff recommends that the City Council receive a presentation on draft water utility financial planning scenarios, discuss and:

1. Provide staff the financial plan scenario to use in development of the proposed water rate plan to include:

a. Direction regarding reserve targets; and

b. Direction regarding use of General Fund loan; and

2. Request that staff (i) return with a draft water rate plan, (ii) request that City Council set a public hearing date, and (iii) proceed with the rate setting process.

4.B - Staff Report - Water Rate and Revenue - Intro of Rates.pdf
4.B - Presentation - Water Rate and Revenue - Intro of Rates.pdf

4.C. Staff recommends that the City Council adopt a resolution (1) waiving the review of the Tracy Homelessness Advisory Committee per Section 4.3.1 and 4.3.2 in the Council Meeting Protocols and Rules of Procedure adopted by revised Resolution number 2023-102; (2) approving a Professional Services Agreement with Ruby's Place, Inc. (Restorative Pathways) to serve as the City's shelter operator for the Temporary Emergency Housing Facility, with an initial term from May 1, 2026 through June 30, 2027, for a not-to-exceed amount of $3.9 million per fiscal year; and (3) authorizing the City Manager to approve up to four (4) additional one-year extensions upon written recommendation from the Director of Parks, Recreation, and Community Services that the Proposer has satisfactorily met all requirements of the Agreement. If all extensions are applied, the Agreement will expire on June 30, 2031.

4.C - Staff Report - Shelter Operator.pdf
4.C - Resolution - Shelter Operator.pdf

4.D. Discuss and evaluate the utility of the City/Schools Liaison Committee and Tracy Homelessness Advisory Committee and provide direction to staff on how to proceed with dissolving, maintaining, or modifying these committees, as applicable.

4.D - Staff Report - Discussion and Evaluation of Committees.pdf

4.E. Adopt a Resolution Approving an Amendment to the Property Transfer Option Contract and Sale Agreement with Joint Escrow Instructions with the Tri-Valley San Joaquin Regional Rail Authority and Authorizing the Mayor to Execute the Amendment, and the City Manager to Execute Any Related Documents regarding APN 209-230-29, 15580 W. Schulte Road, Tracy, California 95337 (Approximately fifty (50) acres).

4.E - Staff Report - Valley Link Amendment.pdf
4.E - Resolution - Valley Link Amendment.pdf

4.F. Discuss whether the City Council would like to adopt a Council Resolution restating and re-affirming the City of Tracy's support for Valley Link as a megaregion project and transit priority and, if so, adopt a Resolution of the City of Tracy reaffirming the City of Tracy's support for the Tri-Valley - San Joaquin Valley megaregion and the Valley Link project.

4.F - Staff Report - Valley Link Support Resolution.pdf

4.F - Resolution - Valley Link Support Resolution.pdf

4.G. Adopt a resolution 1) amending the at-will Employment Agreement between Midori Lichtwardt and the City of Tracy, effective December 14, 2025, to reflect a merit increase of 5% for a bi-weekly increase from $13,015.63 to $13,666.41; and 2) amending the Master Salary Schedule to reflect the salary increase for the City Manager, effective December 14, 2025.

4.G - Staff Report - Midori Lichtwardt Amendment to Employment Agreement.pdf
4.G - Resolution - Midori Lichtwardt Amendment to Employment Agreement.pdf

5. ITEMS FROM THE AUDIENCE

6. STAFF ITEMS

7. COUNCIL ITEMS AND COMMENTS

8. ADJOURNMENT

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

January 13, 2026, 7:00 p.m.

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

1. Mayor Arriola called the Meeting to order at 7:01 p.m.

2. There were no disclosures of participation by teleconference pursuant to Government Code Section 54953.8.3.

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

Brian MacDonald, Parks, Recreation, and Community Services Director, invited the community to participate in the public process to rename the Tracy Sports Complex and clarified that this is a 30-day process. Director MacDonald noted that the period to submit applications for nominations was opened on December 5, 2025, and will close on January 15, 2026, at 6:00 p.m. Director MacDonald invited the community to the Community and Parks Commission Meeting on February 5, 2026, at 7:00 p.m. to participate in public discussion.

Director MacDonald clarified that no changes will be made to the existing soccer fields that are named in honor of the 1965 Pioneer Soccer Club or the monument that is in place.

4. Items from the Audience – The following community members shared historical information regarding the Tracy Pioneers Soccer Club; expressed concern about the soccer fields being renamed; shared historical information regarding the soccer club; urged the City Council to keep the existing plaque and name as is; and requested that the Council consider naming the baseball fields in recognition of former Mayor Brent Ives and naming the park after the Tracy Pioneers Soccer Club.

James Abundis	Community Member
Rosie Abundis	Ponch Martinez
Richard English	Luis Serrato
Andrew Hernandez	Alice English
Ruben Cordova	Trino Alfaro
Amanda and Roberto Iniguez	Vannie Dart
Burnell Shull	

5. PUBLIC HEARING

5.A. Staff recommends that the City Council conduct a public hearing and during such hearing, (1) receive a report from staff and the City's demographic consultant on the districting process, permissible criteria to be considered to draw City Council Member election district boundaries, and public outreach; (2) provide and receive input from the public on the composition of voting districts; (3) review draft and revised maps prepared by the demographic consultant; (4) review draft maps and plans submitted by members of the public; (5) update maps, if necessary; (6) select a final map; (7) determine the sequence of district elections; and (8) provide direction for the preparation of an ordinance for by-district elections.

April Quintanilla, City Clerk, and Michael Wagaman, Wagaman Strategies provided the staff report.

Council Members offered comments and questions.

Mayor Arriola expressed support for the Green draft map.

Council Member Bedolla and Mayor Pro Tem Abercrombie expressed support for either the Blueberry draft map or the Lime draft map.

Council Member Evans expressed support for the Orange draft map and the Green draft map.

Council Member Nygard expressed support for the Green draft map.

Mayor Arriola summarized the City Council's consensus in support of the Green draft map.

Pat Howell expressed concern about the Tangerine draft map, specifically area 3, and expressed support for the Blueberry and Lime draft maps.

Tonya Vaugn, President of the Tracy Area Alumnae Chapter of Delta Sigma Theta Inc., thanked the Mayor and City Council for hosting public forums and educating residents to ensure transparency and fairness, and encouraged residents to be engaged in this process.

Chuck Doobie shared that looking at the schools for map guidance, what matters is where the neighborhoods are; urged the City Council to keep growth in mind for the when this process is conducted in 2030; and thanked the City Council and staff for answering questions.

Melissa Barrett, Vice President of the National Association for the Advancement of Colored People (NAACP) Stockton Branch, shared that districting is not just procedural but a civil rights issue and urged the City Council to continue providing

transparency and using equity as a guiding principle to ensure fair representation and trust between the community and the City.

Dr. Nancy Young shared that the lines across Valpico Road will make three larger areas; noted that once the Ellis Community is built-out, that section will be larger than Mountain House and will cause disproportion in the area; and urged the City Council to keep growth in mind when lines are redrawn in five years.

Alice English shared that there needs to be equity and fairness in the districting process; expressed that it is a disservice to the community to use the 2020 Census; suggested some changes to the maps; and expressed support for the Orange or Green draft maps.

Liz Baker shared that the American Survey data can be used rather than the U.S. Census data; expressed support for the districting process; indicated that the process should be fair and equitable; and urged the City Council to think about how the maps will represent Tracy.

ACTION: Motion was made by Mayor Arriola and seconded by Mayor Pro Tem Abercrombie to select Districting Plan Green as the final map. Roll call found Council Members Bedolla, Evans and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

ACTION: Motion was made by Mayor Arriola and seconded by Mayor Pro Tem Abercrombie to assign the sequence of elections as follows: Districts two (2) and three (3) will be voted on in 2026 and Districts one (1) and four (4) will be voted on in 2028, with subsequent City Council Member elections following this assigned sequence. Roll call found Council Members Bedolla, Evans and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

The City Council made a ministerial change to correct the District numbers in the motion above: Districts one (1) and three (3) will be voted on in 2026 and Districts two (2) and four (4) will be voted on in 2028.

ACTION: Motion was made by Mayor Arriola and seconded by Mayor Pro Tem Abercrombie directed staff to prepare an Ordinance for by-district elections for introduction at the January 20, 2026 Council Meeting. Roll call found Council Members Bedolla, Evans and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

6. Council Items and Comments – There were no Council items or comments.

7. Adjournment: Time: 8:41 p.m.

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

The above agenda was posted at Tracy City Hall on January 8, 2026. The above are action minutes. A recording is available at the office of the City Clerk.

_____
Mayor

ATTEST:

_____
City Clerk

TRACY CITY COUNCIL REGULAR MEETING MINUTES

January 20, 2026, 7:00 p.m.

City Hall, 333 Civic Center Plaza, Tracy, CA *Website:* *www.cityoftracy.org*

Mayor Arriola called the Meeting to order at 7:01 p.m.

There were no disclosures of participation by teleconference pursuant to Government Code Section 54953.8.3.

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

Mayor Arriola led the Pledge of Allegiance.

Pastor Doug Diestler, Mission City Church, offered the invocation.

Midori Lichtwardt, City Manager, presented the Employee of the Month Award to Anthony Camarena, Operations Supervisor in the Public Works Department.

Mayor Arriola presented the National Human Trafficking Prevention Month Proclamation to Maritza Vasquez, Victim Advocate from the Victim/Witness Program of the San Joaquin County District Attorney's Office.

Mayor Arriola presented Certificates of Recognition for Enlistments to the United States Military to Ruben Perez (Army), Josiah Ojeda (Air Force), and Audrina Bautista (Marines).

1. CONSENT CALENDAR – Mary Mitracos removed Item 1.F from the Consent Calendar for discussion.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Nygard to adopt the Consent Calendar, excluding Item 1.F. Roll call found Council Members Bedolla, Evans, and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

1.A. Adoption of Minutes of the December 2, 2025 Regular Meeting and December 16, 2025 Special Meeting. **– Minutes were adopted**

1.B. Staff recommends that the City Council adopt a Resolution 1) authorizing the purchase of One (1) new 2025 Ditch Witch HX-30-A Vacuum Excavator from Charles Machine Works, Inc., Ditch Witch Division, utilizing the Sourcewell Cooperative Program and 2) authorizing the execution of a Purchase Agreement in the amount of $80,935 for the Parks, Recreation, and Community Services Department. **– Resolution 2026-001**

1.C. Staff recommends that the City Council adopt a resolution 1) authorizing the purchase of one (1) 2025 MRL 9-4000 Thermoplastic Detail Apparatus, 18' Flatbed Detail Trailer, and related accessories and supplies from Mark Rite Lines Equipment Company, Inc. utilizing the Sourcewell Cooperative Program and 2) authorizing the execution of the Purchase Agreement in the amount of $147,129. **– Resolution 2026-002**

1.D. The Environmental Sustainability Commission and staff recommend that the City Council adopt a Resolution approving Amendment No. 1 to the Environmental Sustainability Commission Bylaws. **– Resolution 2026-003**

1.E. Staff recommends that the City Council adopt a resolution accepting the City of Tracy's Annual Comprehensive Financial Report (ACFR) for the fiscal year ending June 30, 2025. **– Resolution 2026-004**

1.G. Staff recommends that the City Council adopt an Ordinance amending Article 5 – Use Groups for All Zones, Article 18 - Central Business District Zone, and Article 26 – Off-Street Parking Requirements, of Chapter 10.08, Zoning Regulations, of Title 10, Planning and Zoning, of the Tracy Municipal Code, to amend the Central Business District Zone to allow Use Group 33 as a permitted use, establish a building height limit, add language regarding the ministerial review process, and eliminate parking requirements. **– Ordinance 1375**

1.H. Staff recommends that the City Council adopt an Ordinance amending Article 5 – Use Groups for All Zones, Article 18 - Central Business District Zone, and Article 26 – Off-Street Parking Requirements, of Chapter 10.08, Zoning Regulations, of Title 10, Planning and Zoning, of the Tracy Municipal Code, to amend the Central Business District Zone to allow Use Group 33 as a permitted use, establish a building height limit, add language regarding the ministerial review process, and eliminate parking requirements. **– Ordinance 1376**

1.I. Staff recommends that the City Council adopt a resolution approving an On-Call List for Architectural Design Services for five years. **– Resolution 2026-005**

1.J. Staff recommends that the City Council adopt a resolution (1) accepting offsite improvements for Phase 1 of the Valpico Road Improvement Plans for Tracy Village – Tract 3917 as complete and assuming all future operations and maintenance, (2) approving a Public Landscape Maintenance Agreement between the City of Tracy and Toll West, Inc., a Delaware Corporation, for ongoing maintenance of public landscape areas within the Regency at Tracy Lakes Development, a Delaware Corporation, (3) authorizing the City Engineer to release improvement security in accordance with the Offsite Improvement Agreement, and (4)

authorizing the City Clerk to file the Notice of Completion with the San Joaquin County Recorder's Office. **– Resolution 2026-006**

1.K. Staff recommends that the City Council adopt a resolution approving a Memorandum of Understanding (MOU) between the City of Tracy and the Jefferson School District for the funding of supplies for the Drug Abuse Resistance Education (DARE) program in the amount of $7,000 annually and appropriating to the Police Department Operational Budget starting fiscal year 2025-2026. **– Resolution 2026-007**

1.L. Staff recommends that the City Council adopt a resolution authorizing and approving (1) a Professional Services Agreement with the Jefferson School District for School Resource Officer services for the utilization of one (1) Tracy Police Officer to serve as a School Resource Officer for a term of four years, July 1, 2025 to June 30, 2029 and a not to exceed amount of $800,000 and (2) authorizing the agreement retroactively to July 1, 2025. **– Resolution 2026-008**

1.M. Staff recommends that the City Council adopt a resolution, (1) accepting public improvements for Tracy Hills Village 9A, Tract 4083, and Tracy Hills Village 9B, Tract 4084, as complete, and assume responsibility for future operations, maintenance, and repairs, (2) authorizing the City Engineer to release Developer furnished bonds in accordance with the Subdivision Improvement Agreements, and (3) authorizing the City Clerk to file Notices of Completion with the San Joaquin County Recorder's Office. **– Resolution 2026-009**

1.F. Staff recommends that the Tracy City Council consider and adopt the Ordinance entitled "An Ordinance of the City Council of the City of Tracy Levying Special Taxes Within City of Tracy Community Facilities District No. 2025-1 (The Avenues)."

Sara Castro, Director of Finance, provided the staff report.

Mary Mitracos urged the City Council to vote "no" on this item, and expressed concern about the City continuing to do business with a developer that has been sued multiple times and has not fulfilled its obligation to the City.

Council Members offered comments and questions.

David Nefouse, City Attorney, provided clarification for Council Members' questions.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Nygard to adopt **Ordinance 1377** an Ordinance of the City Council of the City of Tracy Levying Special Taxes Within City of Tracy Community Facilities District No. 2025-1 (The Avenues). Roll call found Council Members Bedolla, Evans and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

STAFF ANNOUNCEMENT – Midori Lichtwardt, City Manager, notified the community that the facility naming item that was discussed at the last City Council Meeting will be discussed at the upcoming Parks and Community Services Committee meeting on Thursday, February 5, 2026, at 7:00 p.m. in Council Chambers.

2. ITEMS FROM THE AUDIENCE – Liz Baker shared that Delta Sigma Theta Inc. will co-host, along with Tracy Unified School District, a Youth Empowerment Conference on February 6, 2026, at the Grand Theatre from 9:30 a.m. to 1:30 p.m. and that same evening, they will host the first Black History Program at the Grand Theatre beginning at 7:00 p.m. Liz Baker noted that tickets for the event are $5.00.

Alice English invited the community to the Southside Community Organization's Installation Dinner on Saturday, February 7, 2026, from 5:30 p.m. to 9:00 p.m. at the Guadalupe Center, located at 126 W. 1st Street. Alice English also advised the community to please call Annie McMannis at 209-814-6580 for tickets to the event,

3. PUBLIC HEARINGS

Mayor Arriola opened the Public Hearing for Item 3.A.

3.A Staff recommends that the City Council conduct a public hearing and follow such hearing:

1. Adopt a Resolution Creating City Council Election Districts and Their Respective Boundaries Within the Territory of the City of Tracy as Provided by Sections 34886 and 34871 of the California Government Code; and

2. Waive the First Reading by Substitution of Title and Introduce an Ordinance (1) Amending Title 2 – Administration of the Tracy Municipal Code to Add (A) Chapter 2.01 – Elections and (B) The Following Three Sections Under Chapter 2.01 – Elections: 2.01.010 – Establishment of By-District Elections for City Council Members, Excluding the Mayor, 2.01.020 – Establishment of City Council Election Districts, and 2.01.030 – Establishment of the Sequence of Elections for City Council Members Elected By District; and (2) Relocating Section 2.04.040 – Term Limits of the Tracy Municipal Code to Chapter 2.01 as Section 2.01.040 of the Tracy Municipal Code

April B. A Quintanilla, City Clerk, provided the staff report.

Council Members offered comments and questions.

A Community Member expressed support for districting when done correctly; noted they disagree with the selected plan; urged the City Council to pause this process and correct the maps; and requested that the City Council reflect on the principles that were stated to keep schools and neighborhoods together and ensure equal representation for all.

Alice English echoed the sentiments of the previous speaker and shared that this process did not include enough outreach to the community or enough time for the community to provide input and that the lines should be drawn differently.

Mayor Arriola closed Public Hearing for Item 3.A.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to adopt a **Resolution 2026-010** creating City Council Election Districts and their respective boundaries within the territory of the City of Tracy as provided by sections 34886 and 34871 of the California Government Code. Roll call found Council Members Bedolla, Evans and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

April B. A. Quintanilla, City Clerk, read the title of the proposed Ordinance aloud.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to waive the first reading by substitution of title and introduce an Ordinance. Roll call found Council Members Bedolla, Evans and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

Mayor Arriola opened the Public Hearing for Item 3.B.

3.B. The City of Tracy Planning Commission recommends the City Council hold a public hearing, and upon its conclusion, take the following actions:

1. Adopt a Resolution determining that this project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15378 (not a “project” within the meaning of CEQA) and 15061(b)(3) (“common sense” exemption); and

2. Waive the first reading by substitution of title and introduce an ordinance to repeal in its entirety and readopt Article 36.5 – Density Bonus, of Chapter 10.08 of the Tracy Municipal Code.

Craig Hoffman, Senior Planner, provided the staff report.

Council Members offered comments and questions.

There was no public comment.

Mayor Arriola closed the Public Hearing for Item 3.B.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Nygard to adopt **Resolution 2026-011** determining that the ordinance approving an amendment to Article 36.5 – Density Bonus Zoning Regulations, of Chapter 10.08 of Title 10, Planning and Zoning, of the Tracy Municipal Code is not a project within the meaning of Section 15378 of the CEQA Guidelines because it has no potential for resulting in physical change in the environment, either directly or ultimately. In the event that the Ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty to have no possibility of a significant effect on the environment. Roll call found Council Members Bedolla, Evans and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

City Clerk Quintanilla read the title of the proposed Ordinance aloud.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to waive the first reading by substitution of title and introduce an Ordinance. Roll call found Council Members Bedolla, Evans and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

Mayor Arriola opened the Public Hearing for Item 3.C.

3.C. The City of Tracy Planning Commission recommends the City Council hold a public hearing, and upon its conclusion, take the following actions:

1. Adopt a Resolution to (A) determine that the annexation of the property consisting of two parcels located north of Interstate 205 at the northwest corner of Tracy Boulevard and West Larch Road, having the San Joaquin County addresses of 21323 S. Tracy Boulevard, Assessor's Parcel Number 212-170-26, and 21235 S. Tracy Boulevard, Assessor's Parcel Number 212-170-19 (the "Property") is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15183; and (B) approve submittal of a petition to San Joaquin Local Agency Formation Commission (LAFCo) for annexation of the Property to the City of Tracy; and

2. Waive the first reading by substitution of title and introduce an ordinance that approves the pre-zoning of the Property to Community Recreation Support Services (CRS) Zone.

Kenny Lipich, Associate Planner, provided the staff report.

There were no comments or questions offered by the City Council.

There was no public comment.

Mayor Arriola closed the Public Hearing for Item 3.C.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Nygard to adopt **Resolution 2026-012** determining that the proposed annexation of approximately 3.9 acres consisting of two parcels located North of Interstate 205 at the Northwest corner of Tracy Boulevard and West Larch Road, having the San Joaquin County addresses of 21323 S. Tracy Boulevard, Assessor's Parcel Number 212-170-26, and 21235 S. Tracy Boulevard, Assessor's Parcel Number 212-170-19 ("Property") is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15183, no further environmental review is necessary; and 2. Approving the submittal of a petition to the San Joaquin County Local Agency Formation Commission ("LAFCo") for the annexation of the property to the City of Tracy ("CITY"). Roll call found Council Members Bedolla, Evans and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

City Clerk Quintanilla read the title of the proposed Ordinance aloud.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Nygard to waive the first reading by substitution of title and introduce an Ordinance. Roll call found Council Members Bedolla, Evans and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

Mayor Arriola opened the Public Hearing for Item 3.D.

3.D. Staff recommends that the Tracy City Council waive the first reading by substitution of title and introduce an Ordinance Amending Chapter 2.20 of the Tracy Municipal Code to amend signature authority levels, informal and formal bidding procedures, authority for surplus commodities and equipment, and add procedures for local hiring preferences.

Sara Castro, Director of Finance, provided the staff report.

There were no comments or questions offered by the City Council.

There was no public comment.

Mayor Arriola closed the Public Hearing for Item 3.D.

City Clerk Quintanilla, read the title of the proposed Ordinance aloud.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Nygard to waive the first reading by substitution of title and introduce

an Ordinance. Roll call found Council Members Bedolla, Evans and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

4. REGULAR AGENDA

4.A. Staff recommends that the City Council receive an informational update on the Economic Development Division's efforts to implement strategies, goals, and actions related to the adopted City Council Strategic Priority for Economic Development and the Ten-Year Economic Development Strategic Plan.

Forrest Ebbs, Director of Community and Economic Development, and Jorge T. Barrera, J.D., Economic Development Manager, provided the staff report.

Mayor Arriola recessed the Meeting at 8:07 p.m.

Mayor Arriola reconvened the Meeting at 8:09 p.m.

Council Members offered comments and questions.

A Community Member asked about the freeway project off Tracy Boulevard.

Ubbo Coty expressed concern about the decline of the Tracy mall; asked about the revitalization plan; and urged the City Council to address the situation so that businesses come back to the mall.

Alice English congratulated staff on the Economic Development Team's achievements and urged the City Council to bring better paying jobs to the community, upgrade the roads to the airport so that private planes can come to Tracy, and further develop the south side of Tracy.

Economic Development Manager Barrera answered the community's questions.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to receive this informational update on the Economic Development Division's efforts to implement strategies, goals, and actions related to the adopted City Council Strategic Priority for Economic Development and the Economic Development Strategic Plan (EDSP). Roll call found Council Members Bedolla, Evans and Nygard; Mayor Pro Tem Abercrombie and Mayor Arriola all in favor; passed and so ordered.

4.B. Staff recommends that the City Council approve the selection of the City owned property located at 15580 W. Schulte Road (APN 209-23-029) as the preferred site to develop a Transit Maintenance Facility.

Ed Lovell, Transit Manager, and Matt Evans, from KPA Group, provided the staff report.

Council Members offered comments and questions.

There were no comments offered by the public.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Nygard to adopt **Resolution 2026-013** approving the selection of the City owned property at 15580 W. Schulte Road (APN 209-23-029) as the preferred site to develop a Transit Maintenance Facility. Roll call found Council Members Bedolla, Evans, and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

4.C. Staff recommends that the City Council: (1) adopt a Resolution of Intention to approve an amendment to the contract between the City of Tracy and the Board of Administration of the Public Employees' Retirement System to end Section 20516 (Employees Sharing Additional Cost) of 3% for local Police members in the Tracy Police Officers Association, and (2) waive the first reading by substitution of title and introduce an Ordinance authorizing an amendment to the contract between the City of Tracy and the California Public Employees' Retirement System Plan to end employee cost sharing of 3% for local Police members in the Tracy Police Officers Association, pursuant to Government Code section 20516.

Judy Carlos, Human Resources Analyst, provided the staff report.

There were no comments or questions offered by the City Council.

There were no comments offered by the public.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to adopt **Resolution 2026-014** a Resolution of Intention to Approve an Amendment to the Contract Between the City of Tracy and the Board of Administration of the Public Employees' Retirement System to End Section 20516 (Employees Sharing Additional Cost) of 3% for Local Police Members in the Tracy Police Officers Association. Roll call found Council Members Bedolla, Evans and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

April B. A. Quintanilla, City Clerk, read the title of the proposed Ordinance aloud.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to waive the first reading by substitution of title and introduce an Ordinance. Roll call found Council Members Bedolla, Evans and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

4.D. Staff recommends that the City Council discuss and, by motion, (1) appoint City Council Members as representatives on City Council Committees and regional and multi-agency Committees, Boards, and Commissions for Calendar Year 2026 and (2) authorize all 2026 appointments to continue in effect until either (a) the 2026 appointments are revised following the general election in November 2026, or (b) the City Council appoints representatives on City Council Committees and regional and multi-agency Committees, Boards, and Commissions for Calendar Year 2027.

City Clerk Quintanilla provided the staff report.

Council Members offered comments and questions.

There were no comments offered by the public.

ACTION: Motion was made by Mayor Arriola and seconded by Mayor Pro Tem Abercrombie to (1) appoint City Council Members as representatives on City Council Committees and regional and multiagency Committees, Boards, and Commissions for Calendar Year 2026 as indicated on the Mayor's proposed slate and (2) authorize all 2026 appointments to continue in effect until either (a) the 2026 appointments are revised following the general election in November 2026, or (b) the City Council appoints representatives on City Council Committees and regional and multi-agency Committees, Boards, and Commissions for Calendar Year 2027. Roll call found Council Members Bedolla, Evans and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

4.E. Adopt a Resolution approving the City's 2026 Biennial State Legislative Platform and 2026 Biennial Federal Legislative Platform (Platforms).

Bryan Bravo, Legislative Analyst, provided the staff report.

There were no comments or questions offered by the City Council.

There were no comments offered by the public.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Nygard to adopt **Resolution 2026-015** adopting the City's 2026 Biennial State and Federal Legislative Platforms. Roll call found Council Members Bedolla, Evans and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

4.F. Discuss whether the City Council would like to support the Polluters Pay Climate Superfund Act and, if so, by motion adopt resolution of the City of Tracy supporting the Polluters Pay Climate Superfund Act.

Arturo Sanchez, Assistant City Manager, and Council Member Nygard, provided the staff report.

There were no comments or questions offered by the City Council.

Ubbo Coty expressed disagreement with the proposed Resolution and asked whether the City Council was in favor of adding another tax on an already high tax on fuel that is imposed on residents, tourists, and visitors.

Alice English echoed the sentiments of the previous speaker and shared concern about the impact on residents, especially the aging population that is already on a budget, indicating that this item will not benefit Tracy residents or state residents.

ACTION: Motion was made by Council Member Nygard and seconded by Council Member Bedolla to adopt **Resolution 2026-016** a resolution of the City of Tracy supporting the Polluters Pay Climate Superfund Act. Roll call found Council Members Bedolla and Nygard and Mayor Arriola in favor; Council Member Evans and Mayor Pro Tem Abercrombie opposed. Motion passed and so ordered.

5. ITEMS FROM THE AUDIENCE – There were no items of the audience.

6. STAFF ITEMS – Midori Lichtwardt, City Manager announced the following:

- The City will be launching its new website tomorrow, January 21, 2026, at cityoftracy.org. The new site features a mobile-friendly design, improved search, clearer navigation, and updated content to better meet Americans with Disabilities Act (ADA) accessibility requirements. Website services are not expected to be impacted. A feedback form will be available so users can report broken links, missing documents or issues, and staff will continue monitoring the site after launch. Everything that is legally required to be there will be there. Additionally, residents can submit a public records request.
- Tracy Boulevard and Gandy Dancer Drive Project: the project is currently at 65% design, with a preliminary construction cost estimate of $665,280. Design is anticipated to be completed in fall 2026. Construction is expected to begin in spring 2027 due to long lead times for traffic signal pole procurement.
- Corral Hollow Road and Valpico Road Interchange: the project is currently in the utility relocation phase. Relocation work is expected to take an additional four to six weeks. Construction is anticipated to be completed in spring 2026
- Traffic-Calming Measures: Staff was directed to look into traffic-calming measures. At the request of the City Council, staff is evaluating traffic-calming options near elementary schools and other sensitive local streets.

Options under consideration include speed humps around school areas to slow traffic and improve safety.

- Red light cameras were installed at 11th Street and MacArthur Drive on a 30-day warning period. Red-light cameras at 11th Street and MacArthur Drive, Tracy Boulevard and Valpico Road, and Tracy Boulevard and Clover Road are currently in a 30-day warning period. During this time, drivers will receive warnings only, not citations. The warning period is intended to raise awareness and encourage safer driving. Once the warning period ends, citations will be issued for red-light violations. For more information, visit tracypd.com.
- We will publish a draft Environmental Impact Report (EIR) this Friday, January 23, 2026, related to Housing Element implementation. The draft EIR addresses proposed rezoning of approximately 200 parcels to High Density Residential, along with related General Plan amendments. Publication of the draft EIR will begin a 45-day public review period.

7. COUNCIL ITEMS – Council Member Nygard shared some events that she had attended and invited the community to visit Valley Link's webpage at valleylinkrail.com for more information; noted that she would be leaving for three days to attend the League of California Cities Mayors and Council Members conference; and thanked Council Member Bedolla for helping and attending an Ava Community Energy Board meeting on her behalf.

Council Member Evans requested an update on the podium in Council Chambers.

Arturo Sanchez, Assistant City Manager, shared that the podium should arrive in early February.

Council Member Evans requested information about the City Council considering and discussing the at-large seat.

Mayor Arriola asked if Council Member Evans' request was regarding the Mayor's seat; clarified that it was his understanding that it was too late in the process to have this discussion; and requested clarification from staff.

April B. A. Quintanilla, City Clerk, shared that, based on her discussion with the Registrar of Voters, there is some administrative work that needs to be done including a potential resolution or ordinance, with Monday being the deadline for a resolution, and the Elections Code deadline in a few weeks, and indicated that if the attempt is made to meet that deadline it would be for a June primary for the upcoming election. City Clerk Quintanilla also indicated that if the interest is there, it would most likely be for the 2028 election due to the amount of administrative preparation needed.

Council Member Evans shared that he was in support of having the discussion for the 2028 election. Mayor Pro Tem Abercrombie expressed support for the request.

Mayor Pro Tem Abercrombie recognized four Kimball High School students who created warm kits that included blankets and gloves to donate to Familiar Faces for distribution to the unhoused community.

Mayor Pro Tem Abercrombie requested support for an item to discuss continuing the City/Schools Liaison Committee and continuing or revamping the Tracy Homelessness Advisory Committee (THAC). Council Member Evans expressed support for the request.

Mayor Arriola shared that he had issued a proclamation for Martin Luther King, Jr. Day at the high schools' joint Black Student Unions breakfast and thanked the Council Members for all their hard work.

8. ADJOURNMENT: 9:57 p.m.

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

The above agenda was posted at Tracy City Hall on January 16, 2026. The above are action minutes. A recording is available at the office of the City Clerk

_____
Mayor

ATTEST:

_____
City Clerk

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

February 3, 2026, 5:30 p.m.

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

1. Mayor Arriola called the Meeting to order at 5:30 p.m.

2. There were no disclosures of participation by teleconference pursuant to Government Code Section 54953.8.3.

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

4. Items from the Audience – There were no items from the audience.

5. Request to Conduct Closed Session at 5:32 p.m.

    5.A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

    Title: City Manager

    Government Code Sections: 54954.5(e); 54957(b)(1)

    5.B. CONFERENCE WITH LABOR NEGOTIATORS

    Agency Designated Representatives: Juan Lopez, Amistad Associates; Genevieve Ng, Sloan Sakai Yeung & Wong LLP; Kimberly Murdaugh, Human Resources Director

    Unrepresented Employee: Midori Lichtwardt, City Manager

    Government Code Sections: 54954.5(e); 54957(b)(1)

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

6. Reconvene to Open Session – Time: 6:31 p.m.

7. Report of Final Action, If Any – Mayor Arriola announced that the City Council had provided negotiators direction to come back to City Council with something related to the performance evaluation of the City Manager.

8. Council Items and Comments – There were no Council items or comments.

9. Adjournment: Time: 6:32 p.m.

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

The above agenda was posted at the Tracy City Hall on February 2, 2026. The above are action minutes. A recording is available at the office of the City Clerk.

_____
Mayor

ATTEST:

_____
City Clerk

TRACY CITY COUNCIL REGULAR MEETING MINUTES

February 3, 2026, 7:00 p.m.

City Hall, 333 Civic Center Plaza, Tracy, CA *Website:* www.cityoftracy.org

Mayor Arriola called the Meeting to order at 7:01 p.m.

There were no disclosures of participation by teleconference pursuant to Government Code Section 54953.8.3.

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

Mayor Arriola led the Pledge of Allegiance.

Deacon Jack Ryan, St. Bernard's Catholic Church, offered the invocation.

Mayor Arriola presented the Black History Month Proclamation to Yolanda Barrial-Knight, President of the Tracy African American Association and Melissa Barett, 3rd Vice President of the National Association for the Advancement of Colored People (NAACP) Stockton Branch.

Mayor Arriola presented the National Cancer Prevention Month Proclamation to Jass Sangha.

1. CONSENT CALENDAR – Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Nygard to adopt the Consent Calendar. Roll call found Council Members Bedolla, Evans, and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

    1.A. Adoption of Minutes of the December 11, 2025 Special Meeting Minutes and December 16, 2025 Regular Meeting Minutes. – **Minutes were adopted**

    1.B. Staff recommends that the City Council adopt two resolutions: 1) approving Amendment No. 1 to the Professional Services Agreement with Griffin Structures, Inc. for additional construction management services for the Clyde Bland Pump Track (CIP 78190), increasing the not to exceed amount by $46,512 to $282,012 and 2) approving Amendment No. 1 to the Professional Services Agreement with Griffin Structures, Inc. for additional construction management services for Gretchen Talley Phase 3 (CIP 78170), increasing the not to exceed amount by $129,687 to $329,697. **– Amendment No. 1 Clyde Bland Pump Track – Resolution 2026-017; Amendment No. 1 Gretchen Talley Phase 3 – Resolution 2026-018**

1.C. Staff recommends that City Council adopt three separate resolutions ratifying the City Manager's emergency approval of interim General Services Agreements (GSAs) with the following vendors for the supply and delivery of chemicals necessary for the treatment and disinfection of water and wastewater and Not-to-Exceed (NTE) amounts for a retroactive term beginning January 1, 2026, and ending on March 31, 2026:

- Pioneer Americas, LLC – NTE $500,000 **– Resolution 2026-019**
- Polydyne, Inc. – NTE $400,000. **– Resolution 2026-020**
- Thatcher Co. of California, Inc. – NTE $400,000 **– Resolution 2026-021**

1.D. Staff recommends that City Council adopt a resolution establishing the rules governing appointment and service to the General Plan Advisory Committee. **– Resolution 2026-022**

1.E. Staff recommends that the City Council adopt a Resolution amending the City's Operating and Capital Budget for the Fiscal Year (FY) ending June 30, 2026, to reflect actual expenses and revenues and requested augmentations to fund various departmental needs. **– Resolution 2026-023**

1.F. 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 Capital Parks Drive, Hansen Road, and a Future Private Road, (2) authorizing the City Clerk to approve land conveyance documents, and (3) authorizing the City Clerk to file the conveyance documents with the San Joaquin County Recorder. **– Resolution 2026-024**

1.G. Staff recommends that the City Council adopt a resolution amending the GANN Appropriations limit for FY 2007-08 through FY 2025-26 pursuant to Article XIIIB of the California State Constitution. **– Resolution 2026-025**

1.H. Staff recommends that the City Council adopt an Ordinance approving an amendment to repeal Article 36.5 in its entirety and readopt Article 36.5 – Density Bonus Zoning Regulations, of Chapter 10.08, Planning and Zoning, of the Tracy Municipal Code. **– Ordinance 1378**

1.I. Staff recommends that the City Council adopt an Ordinance 1) determining that the pre-zoning of approximately 3.9 acres consisting of two parcels located at 21323 S. Tracy Boulevard, Assessor's Parcel Number 212-170-26, and 21235 S. Tracy Boulevard, Assessor's Parcel Number 212-170-19 ("Property") is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15183, no further environmental review is necessary; and 2) approving the pre-zoning of the property to Community Recreation Support Services (CRS) Zone. **– Ordinance 1379**

1.J. Staff recommends that the City Council adopt an Ordinance amending Chapter 2.20 of the Tracy Municipal Code to amend signature authority levels, informal and formal bidding procedures, authority for surplus commodities and equipment, and add procedures for local hiring preferences, with the Ordinance becoming effective 30 days from adoption; any typographical errors in this Ordinance may be remedied by the City Attorney with the assistance of the City Clerk and shall not constitute an alteration (Typographical or Clerical (Scrivener's) Error). **– Ordinance 1380**

1.K. Staff recommends that the City Council adopt an Ordinance (1) Amending Title 2 – Administration of the Tracy Municipal Code to Add (A) Chapter 2.01 – Elections and (B) The Following Three Sections Under Chapter 2.01 – Elections: 2.01.010 – Establishment of By-District Elections for City Council Members, Excluding the Mayor, 2.01.020 – Establishment of City Council Election Districts, and 2.01.030 – Establishment of the Sequence of Elections for City Council Members Elected By District; and (2) Relocating Section 2.04.040 – Term Limits of the Tracy Municipal Code to Chapter 2.01 as Section 2.01.040 of the Tracy Municipal Code. **– Ordinance 1381**

1.L. Staff recommends that the City Council adopt a resolution: 1) approving a Disbursement Agreement between the City of Tracy and the Tracy City Center Association for the Downtown Tracy Community Benefit District; and 2) authorizing the City Manager, or their designee, to execute the agreement on behalf of the City. **– Resolution 2026-026**

1.M. Staff recommends that City Council adopt a Resolution authorizing the purchase of one (1) new 2025 John Deere 664-P Tier Wheel Loader, two (2) new ford Trucks all approved through the 25-26 Fiscal year budget, and the approval of eight (8) 2025 Ford Explorer Police Interceptors all in the amount of $1,053,977 including the execution of two (2) separate Purchase Agreements utilizing the Sourcewell Cooperative Programs." **– Resolution 2026-027**

2. ITEMS FROM THE AUDIENCE – The following community members requested that the City Council explore naming of a park, building, or street to honor the legacy of Dr. Martin Luther King Jr.

Olinga Alexander
Ameni Alexander
Gwendolyn Stewart

Alice English invited the community to attend the Parks and Community Services Commission meeting on Thursday February 5, 2026, at which the Commission will review the naming of the Tracy Sports Complex.

Amada Rios asked about the plan for unhoused individuals who stay at the local parks and inquired whether there is something being done to prevent any future issues when El Pescadero Park reopens.

Natalia Reyes expressed concern for the students who are protesting and asked about what is being done to ensure their safety.

3. REGULAR AGENDA

3.A. Staff recommends that the City Council accepts the annual report of the Parks and Community Services Commission for Fiscal Year 2024 - 2025.

Brian MacDonald, Director of Parks, Recreation, and Community Services, Department, provided the staff report.

Council Members offered comments or questions.

RG Fagin, Tracy Unified School District Representative on the Parks and Community Services Commission, introduced himself to the City Council and community; shared his experience in the Tracy community; and thanked staff for their assistance.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to receive this report of the Parks and Community Services Commission for Fiscal Year 2024 - 2025. Roll call found Council Members Bedolla, Evans and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

3.B. Staff recommends that the City Council accepts the annual report of the Youth Advisory Commission for the 2025 calendar year.

Amanda Jensen, Recreation Program Coordinator, and True Drumgoole and Heather Freligh, Youth Advisory Commissioners, provided the staff report.

There were no comments or questions offered by the City Council.

Jenny Moore, Adult Commissioner on the Youth Advisory Commission, shared that the youth on this Commission are engaged and growing, and complimented the presenters.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Bedolla to receive this annual report of the Youth Advisory Commission for the 2025 calendar year. Roll call found Council Members Bedolla, Evans and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

3.C. Staff recommends that City Council receive an informational update on the Temporary Emergency Housing Facility (TEHF) shelter operations activities located at 370 Arbor Avenue, Tracy CA 95304.

Virginia Carney, Homeless Services Manager, provided the staff report.

Council Members offered comments and questions.

Brian MacDonald, Director of Parks, Recreation and Community Services, and Homeless Services Manager Carney provided clarification.

There were no comments offered by the public.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to receive an informational update on the Temporary Emergency Housing Facility (TEHF) shelter operations activities located at 370 Arbor Avenue, Tracy CA 95304. Roll call found Council Members Bedolla, Evans and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

4. ITEMS FROM THE AUDIENCE – Kevin Tobeck expressed frustration with the condition of public spaces and parks regarding maintenance and landscaping; indicated that he understands that funds are limited but urged the City Council to allocate funds for those projects; and thanked staff for the work that has been done.

5. STAFF ITEMS – Midori Lichtwardt, City Manager, shared the following announcements:
    - The South San Joaquin Fire Authority Regional Fire Training Facility project was included in a federal appropriations bill approved by Congress and signed into law by the President.; this action authorizes $2 million in federal funding for the project, with grant administration to follow through the appropriate federal agency.
    - The Tracy Boulevard Reconstruction Project is officially complete, with the following highlights:
        - 6,500 square feet of sidewalk removed and replaced
        - 10 commercial driveways rebuilt
        - 900 linear feet of new curb and gutter
        - 12 curb ramps upgraded and now fully Americans with Disabilities Act (ADA) compliant
        - 500 tons of fresh asphalt laid
        - School zone crosswalks upgraded to high-visibility “Triple 4” crosswalks
        - As an added benefit, staff found cost savings that made it possible to also repave the Grant Line Road/Tracy Boulevard intersection and upgrade two additional ADA ramps.

- Join us for Student Government Day, an all-day, hands-on experience where students who live in or attend school in Tracy can step inside local government; you'll learn what our departments do, meet City leaders, and take part in a mock City Council meeting. This will take place on Thursday, March 12, 2026, 10:00 am – 4:15 pm at the Tracy Community Center. Registration closes March 5, 2026 (or sooner if spots fill up). Learn more and sign up: https://www.cityoftracy.org/YEA

6. COUNCIL ITEMS – Mayor Pro Tem Abercrombie requested that, due to time constraints, the contract for the new shelter operator be brought before Council on February 17, 2026 and bypass the Tracy Homeless Advisory Committee (THAC) since THAC will not be meeting until March, which would delay the ability to do it in a timely manner. Council Member Evans expressed support for the request.

   Mayor Arriola shared that he provided a Mayor's Report and highlighted updates on the ACE Train, noting that with the Super Bowl being played in the Bay Area, folks can take the ACE shuttle to 49'ers games and to the Super Bowl. Mayor Arriola also welcomed Chris Orlando, the new Chief Executive Officer (CEO) of the San Joaquin Regional Rail Commission, and shared that the Council of Governments awarded a contract for the construction management of the City of Tracy's Transit Station Mobility Hub Improvements Project, and that Congressman Harder has submitted a request for a $250,000 earmark for the I-205 Managed Lanes Project.

7. ADJOURNMENT: 8:27 p.m.

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

The above agenda was posted at Tracy City Hall on January 29, 2026. The above are action minutes. A recording is available at the office of the City Clerk

_____
Mayor

ATTEST:

_____
City Clerk

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

February 3, 2026, 6:30 p.m.

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

1. Mayor Arriola called the Meeting to order at 6:36 p.m.

2. There were no disclosures of participation by teleconference pursuant to Government Code Section 54953.8.3.

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

4. Items from the Audience – Desmond Applin expressed concern about the safety of the immigrant community in Tracy and the current situation with the Federal Government; requested that the Tracy Police Department and City Council end any contact with the United States Immigration and Customs Enforcement (ICE) and the Federal Government; and applauded the local high school students for standing in solidarity and protesting for what is right.

   Andy Farias shared his and his family's connection to Tracy; noted that he had submitted a proposal to the City to change the Westside Market into space that would add a woodfire pizza oven and bar; indicated that he is prepared to invest his own money with the goal of creating jobs, increasing foot traffic, and supporting nearby businesses; expressed that he would like this to eventually turn into a City/private partnership; and provided copies of his proposal to the City Clerk.

5. Staff recommends that the City Council, by motion, (1) Establish interview protocols to fill one (1) vacancy for the Parks and Community Services Commission; (2) Conduct interviews of one (1) applicant for one (1) vacancy; and (3) Upon conclusion of the interview, appoint an applicant to fill one (1) vacancy and establish an eligibility list, if appropriate.

ACTION: Motion was made by Mayor Pro Tem Abercrombie and seconded by Council Member Evans to suspend the rules, with Mayor Pro Tem Abercrombie noting that there was one candidate and one opening and, considering the applicant's tenure as a current Commissioner, the City Council should proceed straight to appointment.

Mayor Arriola request confirmation of the number of applicants and the application period.

Necy Lopez, Deputy City Clerk, provided confirmation.

Todd Lidberg shared that he is looking forward to continuing serving as a Parks and Community Services Commissioner.

Roll call found Council Members Bedolla, Evans, and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

ACTION: Motion was made by Mayor Arriola and seconded by Mayor Pro Tem Abercrombie to appoint Todd Lieberg to fill one (1) vacancy on the Parks and Community Services Commission. Roll call found Council Members Bedolla, Evans, and Nygard; Mayor Pro Tem Abercrombie; and Mayor Arriola all in favor; passed and so ordered.

6. Council Items and Comments – There were no Council items or comments.

7. Adjournment: Time: 6:48 p.m.

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

The above agenda was posted at Tracy City Hall on January 30, 2026. The above are action minutes. A recording is available at the office of the City Clerk.

_____
Mayor

ATTEST:

_____
City Clerk

February 17, 2026

Agenda Item 1.B

RECOMMENDATION

Staff recommends that the City Council approve a leave of absence for Parks and Community Services Commissioner Linda Jimenez for March and April 2026.

EXECUTIVE SUMMARY

Staff received a request from Parks and Community Services Commissioner Linda Jimenez for a leave of absence for the months of March and April 2026 due to medical reasons. The Parks and Community Services Commission Bylaws state that a Parks and Community Services Commission member may submit a written request to the City Council for a leave of absence of up to six months, which may be approved at the City Council's discretion.

BACKGROUND AND LEGISLATIVE HISTORY

Under the Parks and Community Services Bylaws, a commission member who fails to attend four regular commission meetings in any calendar year vacates his/her position. The Bylaws further stipulate that any Commissioner can request up to a six- month leave of absence from his/her duties on the Commission. An approved leave of absence excuses a commissioner from attending commission meetings during the specified period of time and ensures that those absences are not counted against the three-absence limit. This request is to be directed to, and can only be approved by, the City Council.

On January 25, 2026, a request for a leave of absence was submitted to staff by Parks and Community Services Commissioner Linda Jimenez, due to medical reasons, which would cause her to miss two commission meetings.

The Parks and Community Services Commission consists of five members, and all seats are currently filled.

ANALYSIS

The Parks and Community Services Commissioners hold regular monthly meetings and are allowed to miss up to three meetings throughout the calendar year. This amounts to being able to miss 25% of regularly scheduled meetings throughout the year, based on 12 regular monthly meetings. Once a fourth meeting is missed, a commissioner is automatically removed from the Commission. If a meeting is canceled, it does not count against a commissioner. If a commissioner misses a scheduled special meeting, that absence does not count against them.

The current bylaws do not take into consideration the reason why a meeting is missed, be it due to work-related conflicts, vacations, family-related matters, or illness. Per the bylaws, the only way to have an “excused” absence is to have a formal leave of absence approved by the City Council.

As there are only five members of the Parks and Community Services Commission, a minimum of three commissioners is needed to form a quorum needed to conduct meetings. During the previous calendar year, there were 8 commission meetings held. Of those 8 meetings, 3 or 37.5% of the meetings had full commissioner attendance.

While a commissioner often cannot plan ahead of time if they will be absent from a meeting, there are circumstances where they can do so periodically, especially with planned work schedules. Requesting a leave of absence helps to ensure that a commissioner will be able to remain on the commission should unexpected circumstances arise throughout the year.

FISCAL IMPACT

Approval of a leave of absence from a commissioner will not impact the Parks, Recreation and Community Services fund from which the Parks and Community Services Commissioners are paid for attendance at their meetings.

STRATEGIC PLAN

This is a routine operational item and does not directly relate to a City Council Strategic Priority.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council approve a leave of absence for Parks and Community Services Commissioner Linda Jimenez for March and April 2026.

Prepared by: Brian MacDonald, Director of Parks, Recreation and Community Services

Reviewed by: Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING A LEAVE OF ABSENCE FOR PARKS AND COMMUNITY SERVICES COMMISSIONER LINDA JIMENEZ FOR MARCH AND APRIL 2026.

WHEREAS, Parks and Community Services Commissioner Linda Jimenez requested a leave of absence for March and April 2026, due to medical reasons; and

WHEREAS, the Parks and Community Services Commission Bylaws stipulate that any Commissioner can request up to a six-month leave of absence with Council approval; and

WHEREAS, the Parks and Community Services Commission consists of five members and all seats are currently filled; now, therefore, be it

RESOLVED: That the City Council hereby approves a leave of absence for Parks and Community Services Commissioner Linda Jimenez for March and April 2026.

* * * * * * * * * * * * * *

The foregoing Resolution 2026-_____ was adopted by the City Council on February 17, 2026, 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:_____
APRIL B.A. QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

February 17, 2026

Agenda Item 1.C

RECOMMENDATION

Staff recommends that City Council adopt a resolution approving and authorizing recordation of a Subdivision Improvement Agreement and a Final Subdivision Map Tract 3855 for the Rocking Horse Residential Development Project.

EXECUTIVE SUMMARY

The owner, Calandev, LLC, and Shea Homes Limited Partnership (Shea) request approval of the large-lot Final Map for Tract 3855 of the Rocking Horse Residential Development Project (Rocking Horse). The actions would guarantee the construction of the required public improvements and create legal lots of record for sale and future development. Tract 3855, however, is the first phase for Rocking Horse and the filing of said map will not create legal lots for homeowners to purchase.

BACKGROUND AND LEGISLATIVE HISTORY

On January 13, 2016, the Planning Commission recommended approval of Rocking Horse with Resolution No. 2016-002.

On April 5, 2016, City Council approved Rocking Horse with Resolution No. 2016-067.

On February 4, 2025, the Vesting Tentative Subdivision Map approval was extended to June 4, 2026.

ANALYSIS

Rocking Horse will be subdivided and constructed in phases. The proposed Final Map is a large-lot subdivision map used for financing and conveyance. In approving the Final Map, the City Council is determining that the applicant has completed or bonded for the required public improvements described in the Tentative Map Conditions of Approval. The proposed Subdivision Improvement Agreement guarantees construction of street frontage improvements on Lammers Road and Crossroads Drive, thereby enabling approval of the Final Map.

An additional Final Map will be submitted for the creation of the individual residential lots.

FISCAL IMPACT

The recommended action will have no direct fiscal impact on the City of Tracy.

PUBLIC OUTREACH / INTEREST

No public outreach was conducted.

COORDINATION

The proposed action was coordinated with affected City departments.

CEQA DETERMINATION

Approval of a Final Map is considered a Ministerial Action and is thereby exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15268(b).

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution approving and authorizing recordation of a Subdivision Improvement Agreement and a Final Subdivision Map Tract 3855 for the Rocking Horse Residential Development Project.

Prepared by: Al Gali, Associate Engineer

Reviewed by: David I. Brotchie, PE, Senior Civil Engineer
Forrest Ebbs, Community and Economic Development Director
Sara Castro, Finance Director
L. David Nefouse, City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2026-_____

APPROVING AND AUTHORIZING RECORDATION OF A SUBDIVISION IMPROVEMENT AGREEMENT, AND A FINAL SUBDIVISION MAP TRACT 3855 FOR THE ROCKING HORSE DEVELOPMENT PROJECT.

WHEREAS, Calandev, LLC, is the owner of an entitled real property within the City of Tracy, and Shea Homes Limited Partnership (Developer) intends to develop the entitled real property; and

WHEREAS, the City Council approved a Vesting Tentative Map for the Rocking Horse Residential Neighborhood project, consisting of 226 single-family residences and a private park on 59.1 acres of vacant land on the east side of Lammers Road, just north of the Redbridge residential subdivision; and

WHEREAS, the Vesting Tentative Map expires on June 4, 2026; and

WHEREAS, Tract 3855 is a large-lot Final Subdivision Map and its approval will guarantee the street frontage improvements for Lammers Road and Crossroads Drive through the Subdivision Improvement Agreement; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby approves and authorizes recordation of a Subdivision Improvement Agreement (Exhibit 1), and a Final Subdivision Map for Tract 3855 (Exhibit 2); and be it

FURTHER RESOLVED: That the approval of a Final Map is considered a Ministerial Action and is thereby exempt from environmental review under the California Environmental Quality Act pursuant to CEQA Guidelines Section 15268(b); and be it

FURTHER RESOLVED: That the City Council authorizes the City Manager, the City Clerk, and City Attorney to take all such actions necessary to effectuate the purposes of this resolution.

* * * * * * * * * * * * * *

The foregoing Resolution 2026-_____ was adopted by the Tracy City Council on the 17th day of February 2026 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:_____
APRIL B. A. QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

Exhibit 1 – Subdivision Improvement Agreement
Exhibit 2 – Final Subdivision Map Tract 3855

Exhibit 1

Recording Requested By:

City of Tracy
Development Services
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:

City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: April B. A. Quintanilla

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

City of Tracy
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 3855, ROCKING HORSE
PUD15-0001, TSM15-0001, ENG25-0007

This **Subdivision Improvement Agreement** ("**Agreement"**) is entered into between the City of Tracy, a municipal corporation ("**City"**), and **SHEA HOMES LIMITED PARTNERSHIP**, a California limited partnership, ("**Subdivider"**).

Recitals

A. Subdivider is the developer of the residential project known as the Rocking Horse subdivision (PUD15-0001, TSM15-0001, ENG25-0007) (the "Project"). Subdivider and the City intend Subdivider to be the party responsible for the construction of certain public improvements within a portion of the real property located on 59.1 acres on eastside of Lammers Road (Assessor's Parcel Number 240-060-26, and 240-060-27, ("**Property**"), and more particularly described in Exhibit "**A**", attached and incorporated herein by its reference upon its acquisition of the Property. Calandev LLC and Jennifer Chen (together, "**Owner**") are the owners of fee title to the Property and consent to the recordation of this Agreement as evidenced by their signatures below. Subdivider and Owner have entered into a purchase and sale agreement that contemplates Owner conveying fee title of the Property to Subdivider (the "Closing").

B. On April 16, 2016, the City Council approved a vesting tentative subdivision map known as Rocking Horse, Tract 3855, Application No. PUD15-0001, and TSM15-

0001 by Resolution No. 2016.067 ("**Tentative Map**"). The Tentative Map is on file with the City Clerk and is incorporated here by reference.

C. The Tentative Map approval was subject to certain conditions of approval ("**Conditions**"). The Conditions are attached here as Exhibit "**B**" and incorporated by reference. Among other things, the Conditions describe improvements that are required for approval of a final map under the Subdivision Map Act, the City's Subdivision Ordinance, and applicable City Standards.

D. On April 24, 2025, Subdivider has submitted an application to the City for a Final Map ("**Final Map**") for a portion of the property that is the subject of the Tentative Map. The Final Map is for financing and conveyance purposes. This Agreement serves as constructive notice to Subdivider, Owner and all future owners of the Property that the Conditions not addressed through the Plans and Specifications shall, as applicable, be satisfied when due or be subject to a future subdivision improvement agreement or deferred improvement agreement prior to or concurrently with approval of a final map that creates residential lots (i.e., a small lot final map).

E. Improvement Plans and Specifications (which incorporate portions of the City's Standard Specifications) have been prepared on behalf of Subdivider and approved by the City Engineer. They describe in more detail the improvements that are required for approval of the Final Map. The Plans and Specifications, as approved by the City Engineer, are on file with the City Engineer, and are incorporated here by reference. The term "Plans and Specifications" includes: "Rocking Horse Offsite Improvement Plans Lammers Road and Crossroads Drive" containing twelve (12) sheets prepared by Carlson Barbee Gibson of San Ramon, CA, City Tracking Number ENG25-0007. Signed by the City Engineer on _____ to approve the above plans as per Tracy Municipal Code Section 12.08.050(d). Said plans conform with the City's Design Documents listed in Tracy Municipal Code Section 12.04.030. Subdivider is also required to set survey monuments.

F. Because the required improvements have not been completed, Subdivider 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; Location. Subdivider shall perform, or cause to be performed, the Work described in the Plans and Specifications and the Conditions ("Work"), to the satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at Subdivider's expense, in the manner described in the Plans and Specifications. No change shall be made to the Work

unless authorized in writing by the City Engineer. Subdivider may submit a written request to the City Engineer for a change in the scope of Work, as authorized by Tracy Municipal Code section 12.36.060(f).

Subdivider shall perform all Work at the locations and grades shown on the Plans and Specifications. Subdivider (a) has acquired any necessary easement or right-of-way or (b) has entered into a separate Agreement with the City to acquire the necessary easement or right-of-way at Subdivider's expense.

2. Time of Performance. Time is of the essence in the performance of the Work, and the timing requirements set forth here shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Subdivider shall submit all requests for extensions of time to the City, in writing, no later than ten days after the start of the condition that purportedly caused the delay, and not later than the date on which performance is due.

2.1. Commencement of Work. No later than fifteen (15) days before the beginning of Work, Subdivider shall provide written notice to the City Engineer of the date on which Subdivider will begin Work. Subdivider shall not begin Work until after the Closing and the notice required by this section is properly provided, and Subdivider shall not begin Work before the date specified in the written notice.

2.2. Schedule of Work. Concurrently with the written notice of beginning of Work, Subdivider shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Subdivider's prosecution of the Work.

2.3. Completion of Work. Subdivider shall complete all Work by no later than 365 days after Subdivider's submittal of its notice of commencement of Work pursuant to Section 2.1 above. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Subdivider 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) Subdivider pays all processing fees for such time extension.

2.4. Reversion to Acreage/Termination. If Subdivider fails to begin the Work before the date on which completion is due, Subdivider shall, upon written request by the City, consent to the reversion to acreage of all real property described by the Final Map, and Subdivider shall bear the costs of processing and implementing the reversion. If Subdivider provides City and Owner written notice that the Closing will not occur (the "**Closing Failure Notice**"), Subdivider shall use commercially reasonable efforts to assign this Agreement to Owner. If within thirty (30) calendar days of the Closing Failure Notice (i) Owner does not consent to the assignment; or (ii) Owner does not

replace the Improvement Security, then upon request of Subdivider, City shall reasonably cooperate in reverting the Property to acreage. Upon the reversion to acreage of the Property, the City shall terminate this Agreement, and release to Subdivider the Improvement Security.

3. Improvement Security. Concurrently with Subdivider's execution of this Agreement, and before beginning any Work, Subdivider 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 (collectively, the "**Improvement Security**"):

3.1. Faithful Performance security in the amount of $2,275,000 to secure faithful performance of this Agreement (until the date on which the City Council accepts the Work as complete) under Government Code sections 66499.1, 66499.4, and 66499.9.

3.2. Labor and Material security in the amount of $2,275,000 to secure payment by Subdivider to laborers and materialmen under Government Code sections 66499.2, 66499.3, and 66499.4.

3.3. Warranty security in the amount of $227,500 to guarantee improvements against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City Council accepts the Work as complete, under Government Code sections 66499.1, 66499.4, and 66499.9.

3.4. Monumentation security in the amount of $2,275 to secure faithful performance of setting monuments pursuant to Government Code section 66496.

The amounts of the Improvement Security have been established based on the City Engineer's estimate of the cost to perform the Work attached as Exhibit "C" to this Agreement.

4. Indemnification. Subdivider 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 Subdivider or Subdivider's agents, representatives, contractors, subcontractors, or employees, except when caused by the active 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 13, below, has expired, at which time the indemnification obligations under this Section 4 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Subdivider's obligations under this Section 4 are in addition to all other Subdivider's obligations set forth in this Agreement and shall not affect Subdivider's warranty obligations set forth in Section 13, below.

5. Insurance. Concurrently with the execution of this Agreement by Subdivider, and before beginning any Work, Subdivider shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 5 are material terms of this Agreement. These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.

5.1. General. Subdivider shall, throughout the duration of this Agreement, maintain insurance to cover Subdivider, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.2. Commercial General Liability (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than $4,000,000 per occurrence and $8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

5.3. Professional Contracts. Subdivider shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing services related to the Work 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 Subdivider agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

5.4. Automobile Liability (with coverage at least as broad as ISO form 00 01 07 97 for "any auto" including "hired autos" and "non-owned autos") coverage shall be maintained in an amount not less than $2,000,000 per accident for bodily injury and property damage.

5.4.1. If Subdivider 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.

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

5.6. Subdivider shall provide Contractor's Pollution Liability coverage for liability arising out of sudden, accidental and gradual pollution and remediation, including damage to natural resources and emergency response costs. The policy limit shall be no less than $1,000,000 per claim. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for subsurface work including, but not limited to, the installation of new sewer and water lines in accordance with the scope of work under this Agreement.

5.6.1. The policy shall provide and be endorsed to include the City, its officers, officials, employees, and agents as insureds.

5.7. Endorsements. Subdivider shall obtain endorsements to the commercial general liability and automobile policies with the following provisions:

5.7.1. The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured on Subdivider's Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing operations and CG 20 37 (or its equivalent) for products/completed operations.

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

5.7.3. Subdivider shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

5.8. Notice of Cancellation. Subdivider shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Subdivider shall immediately obtain a replacement policy.

5.9. Authorized Insurers. All insurance companies providing coverage to Subdivider 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, with an AM Best rating of at least A-:VII.

5.10. Insurance Certificate. Subdivider shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and

endorsements, in a form satisfactory to the City Attorney before the City executes this Agreement.

5.11. Substitute Certificates. No later than thirty (30) calendar days before the policy expiration date of any insurance policy required by this Agreement, Subdivider shall provide a substitute certificate of insurance.

5.12. Subdivider's Obligation. Maintenance of insurance by Subdivider as specified in this Agreement shall in no way be interpreted as relieving Subdivider of any responsibility whatsoever (including indemnity obligations under this Agreement), and Subdivider may carry, at its own expense, such additional insurance as it deems necessary.

6. Independent Contractor Status. Subdivider is an independent contractor and is solely responsible for the acts of its employees, agents, and subcontractors, including any negligent acts or omissions. Subdivider is not City's employee and Subdivider 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 to Subdivider.

7. Default.

7.1. Notice. If Subdivider is in default of this Agreement, as defined in Section 7.2, the City Engineer shall provide written notice to Subdivider and Subdivider's surety (if any) describing the default.

7.2. Events of default. Subdivider shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist:

7.2.1. Subdivider is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.
7.2.2. Subdivider abandons the Project site.
7.2.3. Subdivider fails to perform one or more requirements of this Agreement.
7.2.4. Subdivider fails to replace or repair any damage caused by Subdivider or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.
7.2.5. Subdivider violates any legal requirement related to the Work.

7.3. If Subdivider fails to cure the default within thirty (30) days, or provide adequate written assurance to the satisfaction of the City Engineer that the cure will be promptly started and diligently prosecuted to its completion, the City may, in the discretion of the City Engineer, take any or all of the following actions:

7.3.1. Cure the default and charge Subdivider for the costs, including administrative costs and interest in an amount equal to 7% per annum from the date of default.

7.3.2. Demand Subdivider complete performance of the Work.
7.3.3. Demand Subdivider's surety (if any) complete performance of the Work.

8. Ownership of Work. All original design and construction documents prepared by Subdivider for this Agreement are the property of the City, and Subdivider shall provide them to the City at the completion of Subdivider's Work, or upon demand from the City.

9. Repair of any Damage. In the event and to the extent Subdivider 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 Subdivider shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

10. Inspection by the City; Inspection Fees. In order to permit the City to inspect the Work, Subdivider shall, at all times, provide to the City proper and safe access to the Project site, and all portions of the Work, and to all shops where portions of the Work are in preparation.

Concurrently with Subdivider's execution of this Agreement and before the beginning of any Work, Subdivider shall pay the City Inspection Fees in the amount of 3.5% of the estimated Project costs (as approved by the City Engineer). If the City requires an independent inspection, Subdivider shall pay all such costs and provide a report directly to the City.

11. Subdivider's Authorized Representative. At all times during the progress of the Work, Subdivider shall have a competent foreperson or superintendent (Superintendent) on site with authority to act on behalf of Subdivider. Subdivider shall, at all times, keep the City Engineer informed in writing of the names and telephone numbers of: (a) the Superintendent; and (b) all contractors and subcontractors performing the Work. Exhibit "D" attached hereto includes the initial contact information referenced in this Section 11.

12. Acceptance of Work. Before the City Council's acceptance of the Work, Subdivider is solely responsible for maintaining the quality of the Work and maintaining safety at the Project site. Subdivider's obligation to perform the Work is not satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied, all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

13. Warranty Period. Subdivider shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. If during the one year warranty period any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Subdivider under this Agreement, Subdivider shall

be in default of this Agreement and shall without delay and without any cost to City repair, replace, or reconstruct any defective improvements.

14. Notices.

14.1. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or electronically mailed to the respective party as follows:

To City: City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org With a copy to: City Attorney 333 Civic Center Plaza Tracy, CA 95376 attorney@cityoftracy.org	To Subdivider: Shea Homes Limited Partnership Attn: David Best 4309 Hacienda Drive, Suite 180 Pleasanton, CA 94588

14.2. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the email address designated above, or (2) two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

15. Approvals by City. Any approval or consent by that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

16. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

17. 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.

18. Assignment and Delegation. This Agreement and any portion of it may not be assigned or transferred, nor shall any of Subdivider's duties be delegated, without the City's prior written consent. Any attempt to assign or delegate this Agreement without the City's written consent shall be void and of no effect. A consent by the City to one assignment shall not be deemed to be a consent to

any subsequent assignment. Notwithstanding the foregoing, City, upon written request of Subdivider, shall consent to the assignment of this Agreement to Owner so long as Owner has provided replacement Improvement Security described in Section 3.

19. Jurisdiction and Venue. The interpretation, validity and enforcement of the Agreement shall be governed by 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.

20. Permits, Licenses, and Compliance with Law. Subdivider shall, at Subdivider's expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Before City signs the Agreement, Subdivider shall obtain a City of Tracy Business License. Subdivider shall comply with all local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

21. Entire Agreement; Exhibits; Severability. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

A. Legal Description of Property (Recital A.)
B. Conditions of Approval (Recital D.)
C. Engineer's Estimate (Section 3)
D. Subdivider's Authorized Representative Information (Section 11.)

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.

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

[SIGNATURES ON FOLLOWING PAGE]

The parties hereby agree to the full performance of the terms set forth herein.

City of Tracy

_____

Daniel Arriola, Mayor

Date: _____

Approved by City Council on _____ by Resolution No. _____.

Attest:

_____

By: April B. A. Quintanilla, City Clerk

Approved As To Form:

_____

By: L. David Nefouse, City Attorney

Subdivider

_____

Shea Homes Limited Partnership, a California Limited Partnership

By: Name: David Best
Title: Authorized Agent
Date: 1/19/2026

_____

Name: ~~Donald A. Hofer~~ Dylan Johnson
Title: Authorized Agent
Date: 1/19/26

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 January 19, 2026 before me, Jennifer Lynn Welter, Notary Public
(insert name and title of the officer)

personally appeared David Best and Dylan Johnson,
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.

JENNIFER LYNN WELTER
Notary Public - California
Alameda County
Commission # 2509510
My Comm. Expires Jan 20, 2029

Signature Jennifer Lynn Welter (Seal)

Consent to Recordation

Calandev LLC and Jennifer Chen are the owners in fee simple of the real property described in Exhibit A and hereby consent to the recordation of this Subdivision Improvement Agreement.

CALANDEV LLC, a California limited liability company

By: _____

Name: Jennifer Chen
Its: Sole Manager

Date: 1/16/2026 J.C.

By: _____
JENNIFER CHEN

Date: 1/16/2026

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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)SS
COUNTY OF Santa Clara)

On Jan. 16, 2026 before me, C. Marroquin, Notary Public, personally appeared Jennifer Chen

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 _____

C. MARROQUIN
Notary Public - California
Santa Clara County
Commission # 2523969
My Comm. Expires Jul 18, 2029

This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☒ CORPORATE OFFICER(S) TITLE(S): Sole Manager
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

Calander LLC
Name of Person or Entity

Jennifer Chen
Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: Subdivision Improvement Agreement

NUMBER OF PAGES 48 DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Reproduced by First American Title Company 11/2007

EXHIBIT A
(Legal Description)

Real property in the City of Tracy, County of San Joaquin, State of California, described as follows:

Parcel 1:

Parcel A, as shown on that certain Record of Survey filed May 18, 1973 in Book 24 of Surveys, Page 44, San Joaquin County Records, together with a portion of the Northwest Quarter of Section 31, Township 2 South, Range 5 East, Mount Diablo Base and Meridian and more particularly described as follows:

Beginning at the Northwest corner of Parcel "A" as shown on said Record of Survey, 24 RS 44, said point being on the East line of Lammers Road [a 60 foot wide road], thence along said East line, North 00° 43' West, a distance of 64.00 feet, thence North 89° 11' 30" East, a distance of 410.84 feet, thence South 00° 43' 00" East, a distance of 308.00 feet, thence South 89° 11' 30" West, a distance of 410.84 feet to the said East line of Lammers Road, thence along said East line, North 00° 43' 00" West, a distance of 64.00 feet to the Southwest corner of said Parcel "A", thence along the South line of said Parcel "A",
North 89° 11' 30" East, a distance of 340.00 feet to the Southeast corner of said Parcel "A", thence along the East line of said Parcel "A", North 00° 43' 00" West, a distance of 180.00 feet to the Northeast corner of said Parcel "A", thence along the North line of said Parcel "A", South 89° 11' 30" West, a distance of 340.00 feet to the Point of Beginning.
Excepting therefrom all oil, gas, minerals and other hydrocarbons, as reserved by the Capital Company in deed recorded April 3, 1944 in Book 876, Page 112, San Joaquin County Records, by Instrument Recorded May 22, 1973, Instrument No. 23897, Transamerica Development Company, formerly Capital Company, Quitclaimed their interest in and to said minerals to a depth of 500 feet from the surface of said land.

Parcel 2:

Parcel One:
A portion of Section 31, Township 2 South, Range 5 East, Mount Diablo Base and Meridian, more particularly described as follows:

Beginning at a point on the North line of said Section 31, bearing North 89° 09' East 40 feet, from the Northwest corner of said Section 31; thence North 89° 09' East along the North line of said Section 31, a distance of 1955.47 feet to the Northwest corner of that certain 42.260 acre tract, described in Deed to Joe C. Serpa recorded February 16, 1951 in Book of Official Records, Book 1323, Page 442, San Joaquin

County Records; thence South 0° 43' East along the West line of said Joe C. Serpa land, a distance of 1300.0 feet to the Southwest corner thereof; thence South 89° 09' West along the South line of the land described in deed to Joe C. Serpa and Luduvina G. Serpa, his wife recorded April 20, 1946 in Book of Official Records, Book 982, Page 388, San Joaquin County Records, a distance of 1955.47 feet to the Southwest corner thereof; thence North 0° 43' West along the West line of said land recorded in Book of Official Records, Book 982, Page 388, San Joaquin County Records, a distance of 1300.0 feet to the Point of Beginning. Excepting therefrom the most Southerly 10 feet as described in Deed to Joe C. Serpa recorded February 16, 1951 in Book of Official Records, Book 1323, Page 442, San Joaquin County Records. Also excepting therefrom said lands, all oil, gas, minerals and other hydrocarbons, recorded in Deed executed by Capital Company, a corporation to Carl B. Isreal, et al recorded April 3, 1944 in Book of Official Records, Book 876, Page 112, San Joaquin County Records.

Also excepting therefrom that portion of Section 31, Township 2 South, Range 5 East, Mount Diablo Base and Meridian, described as follows:

Commencing at the Northwest corner of said Section 31; thence South 0° 43' East, along the West line of said Section 31, a distance of 360 feet to the Point of Beginning of the herein described tract of land; thence continuing South 0° 43' East along said West line, a distance of 180 feet; thence leaving said West line North 89° 11' 30" East a distance of 340 feet; thence North 0° 43' West parallel with the Westline of said Section 31, a distance of 180 feet; thence South 89°11'30" West, a distance of 340 feet to the Point of Beginning.

Parcel Two:
A 40 foot strip of land along the West boundary of the Northwest 1/4 of Section 31, Township 2 South, Range 5 East, Mount Diablo Base and Meridian, the center line, being more particularly described as follows:

Beginning at a point on the North line of Section 31, Township 2 South, Range 5 East, Mount Diablo Base and Meridian, which point bears East 20.00 feet from the Northwest corner of said Section 31; thence South parallel with and 20.00 feet distant East of the West line of said Section 31, a distance of 1167.1 feet; thence along a curve to the left having a radius of 333 feet for a distance of 122.9 feet to a point on the South line of the Richard W. Souchek property extended Westerly.
The above described strip of land being the Northerly 1290 feet, more or less of Lateral No. 6 as conveyed to the West side Irrigation District and being known and described as Parcel Two in Deed No. 2664 recorded in Book "A" of Deeds, Book 366, Page 238, San Joaquin County Records.
Excepting therefrom that portion lying within the bounds of Parcel A as shown on Record of Survey filed May 18, 1973 in Book of Surveys, Book 24, Page 44, San Joaquin County Records.

Also excepting from Parcels One and Two above, the following described parcel of land: A portion of the Southwest 1/4 of Section 31, Township 2 South, Range 5 East, Mount Diablo Base and Meridian, more particularly described as follows:
Beginning at the Northwest corner of Parcel A as shown on that certain Map filed in Book of Surveys, Book 24, Page 44, San Joaquin County Records, said point being on the East line of Lammers Road, [a 60 foot wide road]; thence along East line North 00° 43' West, a distance of 64.00 feet; thence North 89°11' 30" East, a distance of 410.84 feet; thence South 00° 43' 00" East, a distance of 308.00 feet; thence South 89° 11' 30" West, a distance of 410.84 feet to the said East line of Lammers Road; thence along said East line, North 00° 43' 00" West, a distance of 64.00 feet to the Southwest corner of said Parcel A; thence along the South line of said Parcel A, North 89° 11' 30" East, a distance of 340.00 feet to the Southeast corner of said Parcel A; thence along the East line of said Parcel A, North 00° 43' 00" West, a distance of 180.00 feet to the Northeast corner of said Parcel A; thence along the north line of said Parcel A, South 89° 11' 30" West, a distance of 340.00 feet to the Point of Beginning.

APN: 240-060-270-000 (Parcel 1) and 240-060-260 (Parcel 2)

EXHIBIT B
(PUD15-001, TSM15-001 Conditions of Approval)

SEE ATTACHED

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EXHIBIT B

Rocking Horse Conditions of Approval
Application Numbers PUD15-0001 and TSM15-0001
April 5, 2016

These Conditions of Approval shall apply to the real property described as the Rocking Horse Development Project (Project) of 226 single-family residential lots on approximately 59.1 acres located on the east side of Lammers Road, north of Redbridge Road. Assessor's Parcel Numbers 240-060-26 and 240-060-27; Application Number PUD15-0001.

A. The following definitions shall apply to these Conditions of Approval:

1. "Applicant" means any person, or other legal entity, defined as a "Developer."

2. "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.

3. "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, ordinances, resolutions, policies, procedures, and the City's Design documents (i.e., the Streets and Utilities Standard Plans, Design Standards, Parks and Streetscape Standard Plans, Standard Specifications, and Manual of Storm Water Quality Control Standards for New Development and Redevelopment, and Relevant Public Facilities Master Plans).

4. "Conditions of Approval" shall mean the conditions of approval applicable to the Project, consisting of 226 single-family residential lots on approximately 59.1 acres located on the east side of Lammers Road, north of Redbridge Road. Assessor's Parcel Numbers 240-060-26 and 240-060-27, Application Number PUD15-0001. The Conditions of Approval shall specifically include all Development Services Department conditions, including Planning Division and Engineering Division conditions set forth herein.

5. "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.

6. "Project Site" means the real property consisting of approximately 59.1 acres located on the east side of Lammers Road, north of Redbridge Road. Assessor's Parcel Numbers 240-060-26 and 240-060-27, Application Number PUD15-0001.

7. "Subdivider" means any person, or other legal entity, who applies to the City to divide or cause to be divided real property within the Project Site boundaries, or who applies to the City to develop or improve any portion of the real property within the Project Site boundaries. "Subdivider" also means Developer. The term "Developer" shall include all successors in interest.

Rocking Horse Conditions of Approval
April 5, 2016

B. Planning Division Conditions of Approval:

1. The Developer shall comply with all applicable laws (federal, state, and local) related to the development of real property within the Project Site, 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, title14, sections 15000, et seq., "CEQA Guidelines").

2. Unless specifically modified by these Conditions of Approval, the Project shall comply with all City Regulations.

3. Unless specifically modified by these Conditions of Approval, the Developer shall comply with all mitigation measures identified in the Rocking Horse Development Project Mitigated Negative Declaration dated November 2015.

4. 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) will begin on the date of the City's 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 is advised that applicable statute(s) of limitations may legally bar Developer from later challenging any such fees, dedications, reservations or other exactions.

5. Except as otherwise modified herein, all construction shall be consistent with the plans received by the Development Services Department on January 5, 2016.

6. Prior to the issuance of a building permit, the applicant shall provide a detailed landscape and irrigation plan for that typical lot consistent with City landscape and irrigation standards and the approved Project plans, including, but not limited to Tracy Municipal Code Section 10.08.3560, the City's Design Goals and Standards, and the applicable Department of Water Resources Model Efficient Landscape Ordinance on private property, and the Parks and Parkways Design Manual for public property, to the satisfaction of the Development Services Director. Newly planted, on-site trees shall be a minimum size of 24-inch box and shrubs shall be a minimum size of five gallons. Provided, however, that because the proposed park within the Project will be private, it shall not be required to meet the City's Parks and Parkways Design Manual for public property.

7. Prior to final inspection for any residential unit of the Project (excluding model homes),the Developer shall construct a nine-foot tall masonry wall (as measured from the taller grade on either side of the wall) along the Project's west property line, consistent with requirements of the Project's environmental mitigation measures related to noise attenuation. The wall shall be designed consistent with the approved plans and subject to final approval by the Development Services Director, and may include mounding on the west side of the wall to reduce its effective visual height as seen from Lammers Road.

8. Prior to the issuance of a building permit, the Developer shall document compliance with the City of Tracy Manual of Stormwater Quality Control Standards for New Development and

Rocking Horse Conditions of Approval
April 5, 2016

Redevelopment (Manual) which were in place at the time the Project's Vesting Tentative Map application was deemed complete to the satisfaction of the Public Works Director, which includes the requirement for Site Design Control Measures, Source Control Measures and Treatment Control Measures under the guidelines in a project Stormwater Quality Control Plan (SWQCP). Compliance with the Manual includes, but is not limited to, addressing outdoor storage areas, trash enclosures, parking areas, any wash areas and maintenance areas. The SWQCP must conform to the content and format requirements indicated in Appendix D of the Manual and must be approved by the Public Works Director prior to issuance of grading or building permits. The Project was deemed complete prior to the new stormwater regulations adopted by the City. Stormwater treatment shall be consistent with the approved plans, subject to approval by the City's Engineering Division.

9. The Project shall comply with all applicable provisions of the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan, including the Incidental Take Minimization Measures applicable at the time of permit and a pre-construction survey prior to ground disturbance in accordance with the requirements set forth in the Mitigation Monitoring Reporting Program of the Rocking Horse Development Project's Mitigated Negative Declaration dated November 2015, to the satisfaction of San Joaquin Council of Governments.

10. The Developer shall design and construct all buildings with fire sprinklers in accordance with City Regulations to the satisfaction of the Chief Building Official.

11 . The on-site interim storm drainage basin in the northeast portion of the site shall be fenced to provide both visual relief of the basin until such time as a permanent off-site basin (as planned for in the City's Stormwater Master Plan) is constructed. The color, material, and other design elements of the fence, which shall also include perimeter landscaping to help soften its appearance, shall be compatible with the residential neighborhood, and the height shall be the minimum necessary to provide reasonable security but not over 72 inches tall, to the mutual satisfaction of the Developer and the Development Services Director.

12. The floor plans and architectural elevations for the project shall be consistent with the plans received by the Development Services Department on March 28, 2016.

13. All common area lots and open spaces, including landscaping, shall be maintained by the Project homeowner's association (HOA). Final covenants, conditions and restrictions (CC&Rs) shall be submitted to the City for review and approval prior to their recordation for the purpose of confirming compliance with this Condition No. 13. The CC&Rs shall be recorded prior to City issuance of a grading permit or improvement plans for the Project.

14. Final design plans shall be provided for the entry feature to the Project located along Crossroads Drive, providing for additional architectural detailing of the features.

15. The Emergency Vehicle Access (EVA) connecting the Project to Lammers Road shall be built subject to Fire Department and Engineering Division approval, including with respect to width, loads, turn radius, and use of gates or other barriers. The EVA shall be converted to a pedestrian and bicycle pathway after elimination of the EVA once the secondary street connection to Crossroads Drive is constructed at the northeast corner of the Project consistent with the Project's Vesting Tentative Map. The design of the pedestrian and bicycle pathway shall be subject to review and approval of the Development Services Director, and the pathway shall be subject to maintenance by the Project Homeowner's Association.

Rocking Horse Conditions of Approval
April 5, 2016

16. The Developer shall be required to pay all applicable City impact fees subject to any applicable fee credits and reimbursement in accordance with the City Regulations and an executed Fee Credit Agreement between the Developer and the City as provided for in the City of Tracy Municipal Code, including park fees. Provided, however, no fee credit shall be given for the Developer's construction of the 2.4-acre private park.

17. The approximately 2.4-acre private park shall be designed for the recreational use of the Project residents. The amenities included will be designed, constructed, and maintained at the sole discretion of the Developer and the homeowner's association, but shall comply with the all applicable City Standards for private property landscaping, including, but not limited to water-efficient landscape and stormwater design standards.

18. Before approval of the first building permit, the applicant shall do one of the following:

19. Before the approval of the first building permit, the applicant shall do one of the following, subject to the approval of the Administrative Services Director:

a. CFD or other funding mechanism. The applicant shall enter into an agreement with the City, which shall be recorded against the property, which stipulates that prior to final inspection or certificate of occupancy, the applicant will join a New Development Area Community Facilities District (CFD) for funding on-going operational costs of providing police services, Fire Services, Public Works services and other City services to serve the project area. Formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien. Upon the successful inclusion of the property in the CFD, the parcels will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment. The special tax imposed under the CFD is expected to be an amount not exceeding $325 per residential dwelling unit. The applicant shall have no obligation to form its own CFD to provide for the costs of operational services for the project site. If the City has not formed the New Development Area CFD prior to the final inspection or certificate of occupancy of the first building permit for the project, the applicant may request that they City Council rescind the agreement.

b. Direct Funding. The applicant shall enter into agreement with the City, which shall be recorded against the property, which stipulates that prior to final inspection or certificate of occupancy, the applicant will fund a fiscal impact study to be conducted and approved by the City to determine the long term on-going operational costs of providing Police services, Fire services, Public Works services and other City services to serve the Project area, and deposit with the City an amount necessary, as reasonably determined by the City, to fund the full costs in perpetuity as identified by the approved study.

C. Building Division and Fire Prevention Conditions of Approval

1. NFPA 13-R automatic sprinkler systems and fire and smoke alarm systems are required with monitoring.

2. Provide "No Parking" signage along both sides of Crossroads Drive.

3. Prior to the issuance of the 151st building permit, the Developer shall fund the cost of a new Type-I Fire Pumper Apparatus per the requirements of the Citywide Public Safety Master Plan dated 3/21/13, in an amount not to exceed the estimated cost of said equipment ($500,000). In

determining the amount due under this Condition No. C.3, the Developer shall pay the amount of the actual cost of the apparatus minus the total amount of the public safety fees already paid by the Developer in connection with the Project, and shall also receive credit against any remaining public safety fees otherwise due, as provided for in the Fee Credit Agreement that shall be executed by the Developer and the City pursuant to Planning Condition No. 16.

D. Public Works Conditions of Approval

1. The Project Site is already located on the City's Landscape Maintenance District (LMD) map and designated as inactive LMD Zone 32. The City requires that the Project homeowners association (HOA) provide for maintenance of all landscape areas in streets and road rights-of-way and that the Project remain in the City LMD. While required to remain the LMD, it will be kept in a "dormant" status and only activated if the HOA does not provide for maintenance as needed. Landscape maintenance on each privately owned lot will be the responsibility of the individual homeowners or as otherwise provided for in the Project CC&Rs.

2. Landscaping as set forth in the approved Project plans shall be provided consistent with standard details set forth in the City Regulations.

3. Utilize decorative pavement (i.e., stamped concrete) instead of use of pavers in street sections within public streets in accordance with the approved Project plans

Rocking Horse Conditions of Approval
April 5, 2016

C. Engineering Division Conditions of Approval

C.1. General Conditions

C.1.1. Subdivider shall comply with the applicable requirements of the approved documents, technical analyses/ reports prepared for the Project listed as follows:

a. Subdivider shall comply with the applicable recommendations of the *Stringer Property Traffic Impact Study in the City of Tracy"*, prepared by Kimley-Horn and Associates, Inc., dated July 20, 2015 and *"Stringer Development Plan Set Engineering Comments"* prepared by Kimley-Horn and Associates, Inc., dated May 21, 2015 ("Traffic Analysis").

b. *"Precise Plan Line (Alignment) for Eleventh Street, Lammers Road"*, prepared by BKF and approved by the City Council on June 19, 2007 by Resolution No. 2007-137.

c. *"Hydraulic Evaluation of South Lammers Road Development"*, prepared by West Yost Associates, dated May 20, 2015 ("Water Analysis").

C.2. Final Map No application for any final map within the Project Site boundaries will be accepted by the City as complete until the Subdivider provides all documents as required by City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

C.2.1. The final map application, which includes tract boundary, street right- of-way, and lot closure calculations, preliminary title report, updated subdivision map guarantee, copies of recorded deeds and/or easements and documents that are necessary to complete the technical accuracy review of the final map.

C.2.2. The Final Map is prepared in accordance with the City Regulations, and in substantial conformance with the Tentative Subdivision Map.

C.2.3. The Final Map shall include dedications or offers of dedication of all right(s)-of-way and/or easement(s) required to serve the Project described by the Final Map, in accordance with City Regulations and these Conditions of Approval.

a. The Subdivider shall dedicate a 10-foot wide Public Utility Easement (PUE) along the lot frontages within the Project Site, for the installation, repair, use, operation, and maintenance of public utilities such as electric, gas, telephone, cable TV, and others.

C.2.4. Horizontal and vertical control for the Project shall be based upon the City of Tracy's coordinate system and at least three 2nd order Class 1 control points establishing the "Basis of Bearing" and shown as such on the Final Map. The Final Map shall also identify surveyed ties from two of the control points to a minimum of two separate points adjacent to or within the Project Site described by the Final Map.

C.2.5. Improvement Plans for in-tract and offsite improvements required to serve the Project Site described by the final map and Vesting Tentative Subdivision Map in accordance with the City Regulations and these Conditions of Approval. The Improvement Plans shall specifically include all the requirements specified in Condition C.6., below.

a. The Improvement Plans shall consist of the Grading and Storm Drainage Plans, Irrigation and Landscaping Plans, Composite / Joint Utility Plans, In-tract Civil and Utility Plans, Street Lighting Plans, Signing and Striping Plans, Masonry Wall Plans, and Storm Water Plans prepared in accordance with the City Regulations. The Grading Plans shall be submitted together with the calculations of earthwork quantities or specifically the volumes of cut and fill in cubic yards.

b. All supporting and engineering calculations, material and technical specifications, and reports related to the design of the subdivision improvements, and as required by the City Engineer. The engineering calculations shall include calculations for determining the size and capacity of sewer, water and storm drain lines.

c. If multiple final maps are to be filed, the Improvement Plans, as described above, must be prepared with a detailed phasing plan showing construction limits and logical sequence or order of constructing street and utilities improvements. The phasing plan shall clearly identify the improvements to be constructed with each construction phase.

C.2.6. A signed and stamped Engineer's Estimate for the cost of subdivision improvements and all the required public facilities, prepared in accordance with City Regulations. Use and add ten percent (10%) for construction contingencies.

C.2.7. All the required improvement plans are prepared in accordance with City Regulations and these Conditions of Approval. The improvement agreements are executed, improvement security is submitted and documentation of insurance are provided, as required by these Conditions of Approval. The amounts of improvement security shall be approved by the City and the form of improvement security shall be in accordance with the City Regulations.

C.2.8. Improvement Security. The Subdivider shall provide improvement security for all public facilities, as required by any Subdivision Improvement Agreement and any Deferred Improvement Agreement. The form of the improvement security may be a surety bond, letter of credit or other form in accordance with City Regulations. The amount of the improvement security shall be as follows:

a. Faithful Performance (100% of the estimated cost of constructing the public facilities),

b. Labor & Material (100% of the estimated cost of constructing the public facilities), and

c. Warranty (10% of the estimated cost of constructing the public facilities)

d. Monumentation ($500 multiplied by the total number of street centerline monuments that are shown on the Final Map)

C.2.9. The Subdivider shall participate in any applicable Benefit Districts or Assessment Districts so long as any such district(s) have been formed in accordance with applicable laws and are in place as of the time of Project approval, or sub-regional reimbursement areas, in accordance with City Regulations. Provided, however, the applicant shall agree to the inclusion of the Project Site in the City's Landscape Maintenance District pursuant to Public Works Condition No. 1.

C.2.10. Initial payment of plan and map checking, agreement(s) processing, and other fees required by these Conditions of Approval and City Regulations.

C.3. Grading Permit The City will not accept a grading permit application for the Project as complete until the Subdivider has provided all relevant 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.3.1. Grading and Drainage Plans prepared on a 24" x 36" size polyester film (mylar). Grading and Drainage Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil Engineer.

C.3.2. 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.3.3. Three sets of the Storm Water Pollution Prevention Plan (SWPPP) for the Project with a copy of the Notice of Intent (NOI) submitted to the State Water Quality Control Board (SWQCB) and any relevant documentation or written approvals from the SWQCB, including the Wastewater Discharge Identification Number (WDID#).

a. After the completion of the Project, the Subdivider is responsible for filing the Notice of Termination (NOT) required by SWQCB. The Subdivider shall provide the City with a copy of the completed Notice of Termination.

b. The cost of preparing the SWPPP, NOI and NOT, including the filing fee of the NOI and NOT, shall be paid by the Subdivider.

c. The Subdivider shall prepare a Storm Water Pollution Prevention Plan (SWPPP) that covers specific types and sources of stormwater pollutants, determines the location and nature of potential impacts, and specifies appropriate control measures to eliminate any potentially significant impacts on receiving water quality from stormwater runoff. The SWPPP shall require treatment BMPs that incorporate, at a minimum, the required hydraulic sizing design criteria for volume and

flow to treat projected stormwater runoff. The SWPPP shall comply with the applicable standards established by the Central Valley RWQCB, which are those that were in place as of the date the Project's Vesting Tentative Subdivision Map application was deemed complete. Best Management Practices shall be selected from the City's Manual of Stormwater Quality Control Standards for New Development and Redevelopment according to site requirements and shall be subject to approval by the City Engineer and Central Valley RWQCB.

C.3.4. Two sets of the Project's Geotechnical Report signed and stamped by a licensed Geotechnical Engineer licensed to practice in the State of California. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, pavement design recommendations, percolation rate, and elevation of the highest observed groundwater level (measured in two locations within the proposed temporary storm drainage retention basin sites).

C.3.5. Two sets of Hydrologic and Storm Drainage Calculations for the design of the on-site storm drainage system and for determining the size of the Project's storm drainage connection.

C.3.6. 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 Measures 4 and 5 of the Mitigation Monitoring and Reporting Program of the Mitigated Negative Declaration (MND).

C.3.7. Check payment in the amount of a $5,000 deposit (which Developer shall replenish, if and as needed, within thirty (30) days of a request from City to do so), to cover City's actual cost of services for any emergency repair or maintenance work to be performed on the on-site temporary storm drainage retention basin.

C.3.8. Prior to the issuance of a grading permit for the Project, Subdivider shall submit improvement plans that are at least sixty-five percent (65%) complete to the City for the design of on-site and off-site improvements.

C.4. Encroachment Permit - No applications for an encroachment permit will be accepted by the City as complete until the Subdivider 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.4.1. Improvement Plans prepared on a 24" x 36" size 4-mil thick polyester film (mylar). 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.

C.4.2. Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.

C.4.3. 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.

C.4.4. Check for payment of the applicable engineering review fees which include plan checking, permit and agreement processing, testing, construction inspection, and other applicable fees as required by the City Regulations and these Conditions of Approval. The engineering review fees will be calculated based on the fee rate adopted by the City Council on April 15, 2014, per Resolution 2014-059.

C.4.5. If it is necessary to close or interrupt the operation of travel lane(s) on Lammers Road during construction, a Traffic Control Plan prepared and/or signed by a Registered Civil or Traffic Engineer licensed to practice in the State of California, must be submitted for review and approval. No work shall start within City's right-of-way or no lane closure shall be made without obtaining City Engineer's approval on the Traffic Control Plan.

C.5. Improvement Plans - The Improvement Plans that are required in this section shall contain the design and construction details of street and utilities improvements on South Lammers Road, and all subdivision improvements that are required to serve the Project. The Improvement Plans shall be drawn on a 24" x 36" size 4-mil thick polyester film (mylar) and prepared under the supervision of, and stamped and signed by a Registered Civil Engineer, Traffic Engineer, Electrical Engineer, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

C.5.1. Grading and Storm Drainage Plans

C.5.1.1. Erosion Control Improvement Plans shall specify the method of erosion control to be employed and materials to be used.

C.5.1.2. Site Grading

a. When the grade differential between the Project Site and adjacent property(s) exceeds 12 inches, a reinforced or masonry block, or engineered retaining wall is required for retaining soil. The Grading Plan shall show construction detail(s) and structural calculations of the retaining wall or masonry wall for City's review and approval. 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.

b. An engineered fill may be accepted as a substitute of a retaining wall, if the grade differential is less than 2 feet and subject to approval by the City Engineer. If an engineered slope is used to retain soil, a slope easement will be necessary from the adjacent property. If a slope easement is required under this Condition No. C.5.1.2, then the

Subdivider shall obtain a slope easement from owner(s) of the adjacent and affected property(s) and show the slope easement on the Final Map. The Grading and Storm Drainage Plans must show the extent of the slope easement(s). The Subdivider 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.

c. Site grading shall be designed such that the Project's storm water can surface drain directly to a public street that has a functional storm drainage system with adequate capacity to drain storm water from the Project Site, in the event that the on-site storm drainage system fails or it is clogged. The storm drainage release point is recommended to be at least 0.70 foot lower than the building finish floor elevation and shall be improved to the satisfaction of the City Engineer.

C.5.1.3. Storm Drainage

a. The design and construction details of the Project's storm drainage system and treatment facilities shall comply with the applicable requirements of the City's Storm Water Quality Control Standards and storm water regulations that were in place on the date that the Project's Vesting Tentative Subdivision Map application was deemed complete.

b. 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.

c. Temporary Retention ("Interim Drainage"). In the absence of permanent downstream storm drainage facilities (i.e., the 30" storm drain pipe downstream from the project, and the SDMP Detention Basin 3B and associated outfall, as shown on Figure 5.1a of the *City of Tracy Citywide Storm Drainage Master Plan*, prepared by Stantec/Storm Water Consulting, Inc., dated November 2012), the City will allow the use of on-site temporary storm drainage retention basin(s) as an interim solution for disposal of storm water generated from the Project Site, provided the Subdivider complies with the applicable City Regulations pertaining to the design and construction of said interim storm drainage retention basin, and ensures that the Project's HOA is obligated (via recorded CC&Rs), and signs a Deferred Improvement Agreement (DIA), to assure completion of the Subdivider's obligation to repair and maintain said basin(s) while the on-site temporary storm drainage retention basin(s) are in service and then to

remove the on-site temporary storm drainage retention basin(s) at such time they are no longer needed due to the construction of the above-referenced permanent facilities. Once said permanent facilities are constructed and operational and serving the Project Site, then the Subdivider shall be responsible for backfilling the temporary storm drainage retention basin(s) and grading the basin site. Once said on-site facilities are removed as required under this Condition No. C.5.1.3(c), the Subdivider may develop lots on the former basin site in accordance with the Project's Vesting Tentative Subdivision Map and other Project approvals. The Subdivider shall pay all costs for the design, construction, maintenance and removal of the on-site temporary storm drainage retention basin(s), and any modifications to temporary facilities. Prior to the recordation of the first final map for the Project, the Subdivider shall enter into a Deferred Improvement Agreement (DIA) with the City that obligates the Subdivider to remove the interim on-site detention basin (and related improvements) and to backfill said basin site pursuant to this Condition No. C.5.1.3(c) once the above-referenced permanent storm drainage facilities are operational and serving the Project Site.

d. The Subdivider shall provide a geotechnical investigation with respect to the on-site Temporary Retention Basin that validates that percolation rates for the subsurface soils that exist at and below the bottom of the basin are acceptable.

e. To avoid reverse flow, the on-site temporary storm drainage retention basin(s) must be located at the downstream portion of the Project's on-site storm drainage system and the Project Site, and must be designed and constructed in accordance with the applicable City Regulations and these Conditions of Approval.

f. Excavated materials shall be kept within the basin site except as otherwise provided for in this Condition No. C.5.1.3(f). If the excavated materials are removed from the basin site, the Subdivider shall be responsible for the cost of import backfill materials, hauling to the basin site, spreading, compacting and re-grading the basin site. If excavated materials are retained on-site, the stockpile of excavated materials shall not be higher than 8 feet and slope should not be steeper than 1:1. A metal fence and access gate shall be installed by the Subdivider to enclose the basin site. The bottom of the temporary on-site storm drainage retention basin(s) shall be 5 feet above the observed highest groundwater elevation at the basin site. The Geotechnical Report shall also indicate the observed highest groundwater elevation at the basin site.

g. The Subdivider shall record a temporary storm drainage easement to grant rights to the City to access the temporary on-site storm drainage retention basin(s) for any necessary emergency repair or maintenance work the City may have to perform within the basin site. The temporary access easement shall include a sunset clause that such easement will automatically be terminated at such time as the above-referenced permanent storm drainage improvements are completed.

C.5.1.4. Prior to the final inspection of the first building to be constructed on the Project Site, the Subdivider shall submit a signed and notarized Stormwater Treatment Facilities Maintenance Agreement (STFMA) (in substantially the same form as the City's standard STFMA) as a guarantee for the performance of Subdivider's responsibility towards the repair and maintenance of on-site storm water treatment facilities. Calculations related to the design and sizing of on-site storm water treatment facilities must be submitted with the STFMA and the Grading and Storm Drainage Plans.

C.5.2. Sanitary Sewer Facilities

C.5.2.1. The Subdivider 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. The Subdivider is hereby notified that the City will not provide maintenance of the sewer lateral within the public right-of-way unless the sewer cleanout is located and constructed in conformance with Standard Plan No. 203. The City's responsibility to maintain on the sewer lateral is from the wye fitting to the point of connection with the sewer main.

C.5.2.2. Connection to Westside Catchment Sewer System - According to the Tracy Wastewater Master Plan (TWMP) that was adopted by the City Council on January 15, 2013, (Resolution 2013-008), the Project Site is within the planned service area of the Westside Catchment Sewer System (Page 5-1 of the TWMP). The Subdivider is responsible to design and construct the 18-inch and 21-inch sewer lines in Lammers Road per the master plan, approximately 3000 Linear Feet from the southerly property boundary to the existing terminus in Lammers Road.

a. Fee Credits (as well as any reimbursements that may also be due if cost of improvements exceeds applicable wastewater fee credits) for design and construction of the Westside Catchment Sewer system shall be in accordance Title 13 of the Tracy Municipal Code and provided pursuant to the Fee Credit Agreement that Developer and the City enter into pursuant to Planning Condition No. 16. The amount of fee

credits/reimbursement shall be determined during the review of the Improvement Plans.

b. The Subdivider shall pay a fair share fee for the use of the Hansen Sewer capacity in the interim, until the Westside Catchment Sewer is completed. The amount of the fair share fee to be determined by the City Engineer.

c. Subdivider shall design and construct the sewer line in Crossroads Drive from the Project to the manhole connection to the Westside Catchment Sewer System in Lammers Road (identified as Node 5W on Fig.5-1 of the TWMP). The sewer line in Crossroads Drive is not a master plan Program facility. The full cost of the design and construction of this sewer line shall be paid by the Subdivider, and no reimbursement or fee credits shall be applicable.

d. The Developer is hereby notified that the City has limited wastewater treatment capacity in the City's Wastewater Treatment Plant until current and future expansion capital improvement projects are completed and operational. As of January 2015, the City had an unused capacity of approximately 4200 EDU's within its wastewater treatment plant available to new development within the City on a first come-first served basis. These EDU's are currently available to serve the proposed Project, but as other development projects within the City come forward and building permits are issued, this remaining capacity will be reduced.

Should the remaining EDUs be fully allocated prior to start of construction of the proposed Project and the Developer seeks to commence construction of the 226 lots, the Developer would have the option to provide the necessary funding to the City to assist in completion of the phased WWTP expansion construction, above and beyond payment of sewer impact fees, and would be eligible for fee credits (in addition to any reimbursement that also may be due) of these monies as other projects are developed and sewer impact fees posted with the City.

C.5.3. Water System Facilities

C.5.3.1. The Subdivider shall complete the design and installation of water lines and connections as recommended in the Water Analysis (Figure 3) including the 12-inch diameter DIP connection from the Project to the existing 20-inch water main in Lammers Road at the intersection of Crossroads Drive and Lammers Road and the 12-inch diameter connection from the project to the existing 12-inch water main located in Redbridge Road near the intersection of Redbridge Road and Kaden Lane.

C.5.3.2. Water Shutdown Plan and Traffic Control Plan: If water main shut down is necessary, the City will allow a maximum of four hours water supply shutdown. The Subdivider shall be responsible for notifying residents or business owner(s), regarding the water main shutdown. 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 the water main shutdown. Prior to starting the work described in this section, the Subdivider shall submit a Water Shutdown Plan and Traffic Control Plan to be used during the installation of the offsite water mains.

C.5.3.3. Domestic and Irrigation Water Services

a. All water connections that are bigger than 2 inches in diameter shall be Ductile Iron Pipe (DIP).

b. Domestic water service shall be installed in accordance with City Regulations and the utility improvement plans approved by the City Engineer. City's responsibility to maintain water lines shall be from the water main on the street to the back of the water meter (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 Subdivider.

c. All costs associated with the installation of the Project's permanent water connection(s) as identified in the Water 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 Subdivider.

C.5.3.4. Prior to the approval of the Improvement Plans, the Subdivider shall obtain written approval from the City's Fire Safety Officer and Chief Building Official, for the location and spacing of fire hydrants that are to be installed to serve the Project.

C.5.4. Street Improvements

C.5.4.1. Roadway Improvements Frontage Responsibility – Per the Citywide Roadway & Transportation Master Plan (CRTMP) that was adopted by the City Council on November 26, 2012, pursuant to Resolution 2012-240, Lammers Road will be a 6-lane expressway (parkway) street with a minimum right-of-way of 137 feet. According to the CRTMP (Figure 5.1 – Roadway Improvement Cross Section Responsibility per Frontage Policy), the Subdivider is responsible to design and construct the outside travel lane (plus shoulder) and the landscape strip behind the curb up to the property line. The Subdivider shall be

eligible to receive fee credits for the cost of the program portion of improvements and shall receive said credits in accordance with the Fee Credit Agreement that the City and the Subdivider enter into pursuant to Planning Condition No. 16.

C.5.4.2. Right-of-Way on Lammers Road – The Subdivider shall dedicate 70 feet of right-of-way along the entire frontage of the Property on Lammers. An additional 5 feet of right-of-way (75 feet total) shall be dedicated where the right-turn lane to Crossroads Drive is to be located. The Subdivider shall execute a Grant Deed to convey the land in fee title or dedicate the right-of-way on the Final Map.

a. The Subdivider shall vacate the existing 40' wide irrigation easement adjacent to the Lammers Road right-of-way at the west boundary line of the Project parcel.

b. The Subdivider shall work with the City of Tracy, San Joaquin County and the adjacent property owner to the north to locate and construct an interim pedestrian path from Crossroads Drive to Kimball High School consistent with the approved Project plans. The exact location and width will be determined by all parties after review of the available options.

   If requested by the Subdivider, the City will assist in the acquisition of right-of-way, for this interim pedestrian path by extending its power of eminent domain, subject to approval by the City Council.

c. The Subdivider shall dedicate the proposed Parcel "F" lot adjacent to Redbridge Road for future intersection improvements.

C.5.4.3. Right-of-Way on Crossroads Drive – Per the Citywide Roadway & Transportation Master Plan (CRTMP) that was adopted by the City Council on November 26, 2012, pursuant to Resolution 2012-240, Crossroads Drive will be a 4-lane arterial street with a minimum right-of-way of 99 feet. According to the CRTMP (Figure 5.1 – Roadway Improvement Cross Section Responsibility per Frontage Policy), the Subdivider is responsible to design and construct the outside travel lane (plus shoulder) and the landscape strip behind the curb up to the property line. Any travel lane(s) or left-turn and right-turn lane(s) along the Property's frontage or at all the access points on Crossroads Drive that are provided and are necessary to meet access spacing requirements are considered to be site specific offsite improvements and they are Subdivider's responsibility to design and construct without any reimbursement from the City.

a. For the section of Crossroads Drive located between Lammers Road and the Project entry at Street 'M', the

Project shall dedicate 54 feet of right-of-way for Crossroads Drive, with the remaining 45 feet of right-of-way to be dedicated by the property located to the north of the Project when that property is developed. The Subdivider shall not be eligible for fee credits /reimbursement for this portion of right-of-way dedication in excess of its obligation, as the amount will be credited towards Subdivider's obligations outlined in Condition C.5.4.3(b) below.

b. For the section of Crossroads Drive east of Street 'M', the proposed alignment of Crossroads Drive shifts to the north. Subdivider and the City have agreed that the fee credits for the excess right-of-way dedication outlined in Condition C.5.4.3(a) above shall be applied towards Subdivider's obligation for future required transitions in the alignment of Crossroads Drive to east of Street 'M'.

C.5.4.4. Street 'M' entry road and Other In-tract Streets. The Subdivider shall dedicate all rights-of-way that are necessary to construct Street 'M' and all the in-tract streets based on their respective cross sections shown on the VTM. The width of travel lanes, street median, landscaping strip and sidewalk shall be in accordance with the City Regulations or as otherwise shown on the approved Tentative Map package.

C.5.4.5. Emergency Vehicle Access Easement (EVA) Prior to final inspection of the first residential unit within the Project (excluding model homes), the Subdivider shall provide minimum 20-foot wide Emergency Vehicle Access between Lots 107 and 108 to provide a second point of Fire Department access to the Project as required by the Fire Code Official. The Subdivider and City shall enter into an EVA Agreement prior to the start of construction to address access across private property and maintenance responsibilities of the HOA. The Subdivider shall submit improvement plans for the EVA for approval.

C.5.4.6. Frontage Improvements on Lammers Road – The Subdivider shall design and construct all roadway improvements on Lammers Road that are necessary to provide safe and functional access to the Project, as described by the Technical Memorandum prepared by Kimley-Horn and Associates, titled "*Stringer Development Plan Set Roadway Engineering Comments*" dated May 21, 2015 (Traffic Report), and as required by these Conditions of Approval and as approved by the City Engineer. The Traffic Report is on file with the Office of the City Engineer and is available for review upon request. The conceptual layouts of Interim and Ultimate Improvements required to be completed are shown on Sheets TM09 and TM10 of the Vesting Tentative Map.

a. Frontage Improvements: The frontage roadway improvements required on Lammers Road involve widening

of the east side of Lammers Road along the frontage of the Project to provide an interim median island, two northbound travel lanes, and a right-turn lane; roadway improvements shall include pavement transitions and other improvements which includes but not limited to, the installation of new asphalt concrete pavement, concrete curb and gutter, a 10-foot wide Class 1 Bikeway/pedestrian facility, handicap ramp(s), crosswalks, and parkway landscaping improvements with automatic irrigation system, storm drainage, catch basin/ drop inlet, fire hydrants, domestic, irrigation and fire services, LED street lights, traffic sign(s), pavement marking and striping along the entire frontage of the Project and other improvements such as barricades, signing, and striping that are necessary to provide a safe transitions to and from a widened roadway section of Lammers Road. Design and construction of Frontage Roadway Improvements shall be completed by the Subdivider, prior to final inspection of the first building to be constructed within the Project Site (excluding model homes).

Subdivider shall be eligible to receive fee credits for the program portion of the above-referenced improvements in accordance with the CRTMP and City Regulations and provided in accordance with the Fee Credit Agreement that Subdivider and the City enter into pursuant to Planning Condition No. 16.

b. The masonry wall along the Project's frontage on South Lammers Road and Crossroads Drive is considered a public improvement (once it is built by Developer and the dedication of which is accepted by the City) which will be maintained by the HOA. The masonry wall including its column and wall footings shall be constructed within the area that will be dedicated to the City with the first final map. The masonry wall shall be designed and constructed in accordance with City Regulations.

c. To provide pedestrian and bicyclist access from the Project to Kimball High School, the Subdivider is required to install an interim sidewalk on Lammers Road from the Project Site to the existing sidewalk on Lammers Road in front of the Kimball High School sports field, approximately 2200 feet north of Crossroads Drive, consistent with approved Project plans. The interim sidewalk shall be 5-feet wide and have a structural section of 3" asphalt concrete and 8" Class II aggregate base. The design and construct details of the interim sidewalk shall be included on the Offsite Improvement Plans. Cost of designing and constructing the interim sidewalk shall be paid by the Subdivider without any reimbursement from the City. Construction of the above-referenced pedestrian and bicyclist access to be completed

prior to final inspection of the first residential unit within the Project (excluding model homes).

C.5.4.7. Frontage Improvements on Crossroad Drive – The Subdivider shall design and construct all roadway improvements on Crossroads Drive that are necessary to provide safe and functional access to the Project for each phase and at Project's build-out condition and consistent with the approved Project plans.

a. Frontage Improvements: The roadway improvements required on Crossroads Drive includes construction of median curb on Project frontage, a 12-foot wide westbound travel lane, and a 12-foot wide eastbound travel lane. The roadway improvements shall include the installation of new asphalt concrete pavement, concrete curb and gutter, a 10-foot wide Class 1 Bikeway/pedestrian facility to be installed seven feet behind the back of curb, handicap ramp(s), crosswalks, parkway landscaping improvements with automatic irrigation system, storm drainage, catch basin/drop inlets, fire hydrants, domestic, irrigation and fire services, LED street lights, traffic sign(s), pavement marking and striping along the entire frontage of the Project from Lammers Road to the end of Crossroads Drive at the Project Entry at Street 'M". Other improvements such as barricades, signage, and fencing shall be installed as required or as directed by the City Engineer and consistent with approved Project plans. Design and construction of frontage Improvements shall be completed by the Subdivider, prior to final inspection of the first building to be constructed within the Project Site (excluding model homes).

b. The Subdivider shall not be eligible for fee credits or reimbursement for this portion of frontage improvements in excess of Subdivider's obligation in accordance with the CRTMP, as the Subdivider and the City have agreed that the fee credits for the excess frontage improvements shall be applied towards Subdivider's obligation for future required transitions in the alignment of Crossroads Drive to east of Street 'M'.

c. Traffic Signal on Crossroads Drive According to the Traffic Analysis for the Project, the Lammers Road/Crossroads Drive Intersection does not warrant a traffic signal by a marginal amount (7 vehicles in the AM peak hour). Because of the high speeds on Lammers Road, the City's Traffic Section will monitor traffic conditions at this intersection and will conduct two additional volume counts and speed study (warrant analysis), one after the 180th home is occupied and one after the 226th home is occupied.

(1) In order to guarantee the Project's obligation towards mitigation of traffic impacts caused as a result of traffic

increase generated by the Project, the Subdivider will be required to deliver a cash deposit in the amount of $10,000 prior to the approval of the first Final Map. The cash deposit will be used to cover the cost of performing the two above-referenced (2) traffic signal warrant analyses. The City shall complete the warrant analyses prior to performing final inspection of the 181st and 226th residential buildings to be constructed within the Project. If the actual cost of the warrant analyses is more than the cash deposit, the Subdivider shall pay the cost difference within fifteen (15) working days from the date of written notice from the City Engineer. The unused portion of the cash deposit shall be refunded to the Subdivider after the Project closeout is completed.

(2) If the signal warrant is met, the Subdivider shall install a traffic signal at this intersection. The Subdivider shall enter into a Deferred Improvement Agreement with the City for installation of the traffic signal prior to approval of the first Final Map. Security for the traffic signal shall be provided (in accordance with applicable City Regulations) at such time as the above-referenced analyses show that the traffic signal warrants are met. The signal is included in the City TIF, and the Subdivider will be eligible for a fee credit against remaining traffic fees that would otherwise be due (in accordance with applicable City Regulations) for installation of the traffic signal if it is required (in addition to any reimbursement that also may be due), which arrangement shall be reflected in the Fee Credit Agreement that Developer and the City enter into pursuant to Planning Condition No. 16.

C.5.4.8. At the time of issuance of the first building permit, the Subdivider shall pay its fair share of the cost of interim improvements at the intersection of Lammers Road and Old Schulte Road per the capital improvement project and the applicable City Regulations.

C.5.4.9. All roadway improvements described in these Conditions of Approval must be designed and constructed by the Subdivider to meet the applicable requirements of the latest edition of the California Department of Transportation Highway Design Manual (HDM) and the California Manual of Uniform Traffic Control Devices (MUTCD), all applicable City Regulations, and these Conditions of Approval, prior to final inspection of the first building to be constructed within the Project Site (excluding model homes).

C.5.4.10. The City will assume responsibility to maintain the public improvements and accept the offer of dedication for right-of-way on Lammers Road, Crossroads Drive, and all other public

streets after the City Council accepts the public improvements.

C.5.4.11. All traffic control devices and appurtenances, including stop sign, street name sign, pavement legend, and pavement marking and striping shall be installed in accordance with City Regulations and a detailed signing and striping plan approved by the City Engineer.

C.5.4.12. LED Street lights shall be installed in accordance with City Regulations and at locations approved by the City Engineer. As part of the Improvement Plans, a street lighting plan that shows the LED street lights, conduits, wires and electrical connection to PG&E facility including all pertinent construct details. A Photometric Plan must be submitted for City's review and approval.

C.5.4.13. Landscaping improvements along Lammers Road and Crossroads Drive shall be installed with an automatic irrigation system as approved by the City Engineer, and shall be completed by the Subdivider, prior to the final inspection of the first residential building to be constructed within the Property (excluding model homes). Irrigation and Landscape Plans shall be signed and stamped by a registered Landscape Architect licensed to practice in the State of California

C.5.4.14. A standard barricade and guardrail with appropriate traffic sign will be required at the east end of Crossroads Drive at the intersection to the Project entrance at Street 'M'. The space behind the barricade shall be paved to prevent growth of weeds and provide easier access for removing accumulated debris. To prevent street runoff from draining to adjacent property(s), a curb shall be installed through the entire width of the pavement or curb-to-curb. Alternatively, the space behind the barricade may be landscaped and maintained by the HOA.

C.5.4.15. The Subdivider shall coordinate with the Tracy Post Master for location of, and installation (by the Subdivider) of, cluster type mailbox units. Design and construction criteria shall be in accordance with City requirements. The US Postal Services is responsible for repairing and maintaining all cluster mailboxes located within City's right-of-way.

C.5.5. The Utility Corridor parcels shown on the Vesting Tentative Map as Parcels A, D, and H shall be dedicated to and maintained by the Homeowner's Association. If these parcels will also be used for pedestrian access to the subdivision, details related to maintenance vehicle access, driveway curb cuts, maintenance access road structural sections, bollards, safety lighting, landscaping, any safety concerns by police department, etc. will need to be coordinated with the Planning, Public Works, and Police departments.

C.5.6. Neighborhood Park

As part of the Project development, the Subdivider shall construct a private, neighborhood park per these Conditions of Approval and consistent with the approved Project plans. The private park shall be maintained by the Project's Homeowners Association (HOA).

C.5.7. Joint Utility Trench Plans – All future utilities along the frontage of the Project Site on Lammers Road shall be placed in an underground facility. If required, the Subdivider shall relocate existing utility poles along the frontage of the Project Site on Lammers Road after obtaining approval of affected utility companies and the City. However, no undergrounding or relocation of any utility poles on the west side of Lammers Road shall be required. No fee credits or reimbursements shall be applicable for utility pole relocations.

C.5.7.1. Subdivider shall prepare joint trench plans in compliance with utility companies' requirements and City regulations, and obtain approval of the plans. 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. The Subdivider shall submit Joint Utility Trench Plans for the installation of electric, gas, telephone and TV cable main and service lines that are necessary to be installed to serve the Project. These utilities shall be installed within the 10-feet wide Public Utility Easement (PUE) that will be offered for dedication to the City. The Subdivider shall coordinate, as feasible, with the respective owner(s) of the utilities for the design of these underground utilities to ensure they can be installed within the 10-feet wide PUE to the extent feasible (and except in the event, that additional space beyond the 10-feet PUE is required, as determined by the utilities owner(s)).

C.5.7.2. 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). This pavement repair requirement is applicable when cuts or trenches are perpendicular to the street direction; when the new joint trench is placed in the street parallel to the street direction; the width of overlay is to be the width of the affected lane.

C.6. Building Permit No building permit within the Project Site boundaries will be approved by the City (excluding model homes) until the Subdivider demonstrates, to the satisfaction of the City Engineer, compliance with all Conditions of Approval that expressly require compliance prior to issuance of a building permit, as well as the Conditions Nos. C.6.1 through C.6.6 below:

C.6.1. Payment (on a per-unit basis) of the Master Plan Fees for Citywide Roadway and Traffic, Water, Recycled Water, Wastewater, Storm Drainage, Public Safety, Public Facilities, and Park adopted by the City Council on January 7, 2014, per Resolution 2014-010 and all other applicable fees pursuant to the City Regulations, as required by these Conditions of Approval .

C.6.2. Payment (on a per-unit basis) of the San Joaquin County Facilities Fees as required in Chapter 13.24 of the TMC, and these Conditions of Approval.

C.6.3. Payment (on a per-unit basis) of the Agricultural Conversion or Mitigation Fee as required in Chapter 13.28 of the TMC and these Conditions of Approval.

C.6.4. Payment (on a per-unit basis) of the Regional Transportation Impact Fees (RTIF) as required in Chapter 13.32 of the TMC, and these Conditions of Approval.

C.6.5. A letter signed and stamped by the Project's Geotechnical Engineer certifying that all grading work that was performed by the Subdivider within the Project meets the requirements of the Project's Geotechnical/Soils Report and the recommendations of the Project's Geotechnical Engineer.

C.6.6. The applicable final map is approved by the City and recorded at the Office of the San Joaquin County Recorder.

C.7. Agreements, Improvement Security, and Insurance

C.7.1. Subdivision Improvement Agreement - Concurrently with the City's processing of a final map, and prior to the City's approval of the final map, the Subdivider shall execute a Subdivision Improvement Agreement (for the public facilities required to serve the real property described by the final map), which includes the Subdivider's responsibility to complete all of the following requirements to the satisfaction of the City Engineer:

a. The Subdivider has submitted all required improvement plans in accordance with the requirements of City Regulations and these Conditions of Approval, and the improvement plans have been approved by the City Engineer.

b. The Subdivider has submitted a complete application for a final map which is served by the required public improvements, and the final map has been approved by the City Engineer.

c. The Subdivider has paid all required processing fees including plan check and inspection fees.

d. The Subdivider executes a Subdivision Improvement Agreement, in substantial conformance with the City's standard form agreement, by which (among other things) the Subdivider agrees to complete construction of all required improvements.

e. The Subdivider posts all required improvement security and evidence of insurance.

C.7.2. Offsite Improvement Agreement: Prior to starting any work on Roadway Improvements, the Subdivider shall sign an improvement agreement (Offsite Improvement Agreement or OIA) and post improvement security in accordance with Section 12.36.080 of the TMC, to guarantee completion of the public improvements. The OIA requires approval from the City Council.

a. Prior to the approval of the OIA, the Subdivider will be required to submit Improvement Plans that contains the design, construction details and specifications of all public improvements that are required to serve the Project, prepared in a 24" x 36" size polyester film (mylar), signed and stamped by the Design Engineer, for City's approval and signature. The Subdivider shall also submit Technical Specifications and Cost Estimates. All engineering calculations for the design of the improvements must be submitted as part of the Improvement Plans.

b. The Subdivider will be required to pay Engineering Review Fees which include plan checking, agreement and permit processing, testing, engineering inspection, and program management fees, prior to the approval of the OIA and in accordance with the City Regulations.

C.7.3. Deferred Improvement Agreement - Prior to the City's approval of the first final map within the Project, the Subdivider shall execute a Deferred Improvement Agreement, in substantial conformance with the City's standard form agreement, by which (among other things) the Subdivider agrees to complete construction of all remaining public facilities (to the extent the public facilities are not included in the Subdivision Improvement Agreement) which are required by these Conditions of Approval. The Deferred Improvement Agreement shall identify timing requirements for construction of all remaining public facilities, in conformance with the phasing plan submitted by the Subdivider and approved by the City Engineer and shall include improvement security for the deferred improvements.

C.7.4. Improvement Security - The Subdivider shall provide improvement security for all public facilities, as required by Deferred Improvement Agreement, Subdivision Improvement Agreement, or Offsite Improvement Agreement. The form of the improvement security may be a bond, or other form in accordance with City Regulations. The amount of the

improvement security shall be in accordance with City Regulations, generally, as follows: Faithful Performance (100% of the approved estimates of the construction costs of public facilities), Labor & Material (100% of the approved estimates of the construction costs of public facilities), and Warranty (10% of the approved estimates of the construction costs of public facilities).

C.7.5. Insurance - For each Inspection Improvement Agreement and Subdivision Improvement Agreement, the Subdivider shall provide the City with evidence of insurance, as follows:

a. General. The Subdivider shall, throughout the duration of the Agreement, maintain insurance to cover Subdivider, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under the Agreement at the minimum levels set forth below.

b. Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) coverage shall be maintained in an amount not less than $3,000,000 general aggregate and $1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

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

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

e. Endorsements. Subdivider shall obtain endorsements to the automobile and commercial general liability with the following provisions:

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

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

f. Notice of Cancellation. Subdivider shall obtain endorsements to all insurance policies by which each insurer is required to provide thirty (30) days prior written notice to the 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.

g. Authorized Insurers. All insurance companies providing coverage to Subdivider 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.

h. Insurance Certificate. Subdivider shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City.

i. Substitute Certificates. No later than thirty (30) days prior to the policy expiration date of any insurance policy required by the Agreement, Subdivider shall provide a substitute certificate of insurance.

j. Subdivider's Obligation. Maintenance of insurance by the Subdivider as specified in the Agreement shall in no way be interpreted as relieving the Subdivider of any responsibility whatsoever (including indemnity obligations under the Agreement), and the Subdivider may carry, at its own expense, such additional insurance as it deems necessary.

C.8. Release of Improvement Security - Improvement Security(s) described herein shall be released to the Subdivider after City Council's acceptance of public improvements and in accordance with the release provisions in the Subdivision Improvement Agreement (or the DIA or OIA, as applicable) and the applicable provisions governing security under the City of Tracy Municipal Code.

C.9. Acceptance of Public Improvements - Public improvements will not be accepted by the City Council until after the Subdivider completes construction of the relevant public improvements, and also demonstrates to the City Engineer satisfactory completion of the following:

C.9.1. 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.9.2. Certified "As-Built" Improvement Plans (or Record Drawings). Upon completion of the construction by the Subdivider, the City shall temporarily release the originals of the Improvement Plans to the Subdivider that the Subdivider will be able to document revisions to show the "As Built" configuration of all improvements.

C.10. Temporary or Final Building Certificate of Occupancy - No Temporary or Final Building Certificate of Occupancy will be issued by the City (excluding model homes) until after the Subdivider provides reasonable documentation which demonstrates, to the satisfaction of the City Engineer, that:

C.10.1. The Subdivider has satisfied all the requirements set forth in Condition C.9, above.

C.10.2. The Subdivider 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 Subdivider shall use diligent and good faith efforts in taking all actions necessary to construct all public

facilities required to serve the Project, and the Subdivider 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), subject to applicable fee credits (in addition to any reimbursement that may also be due) in accordance with the City Regulations and as provided in the Fee Credit Agreement entered into by the City and Developer pursuant to Planning Condition No. 16.

C.11. Special Conditions

C.11.1. All streets and utilities improvements within City's right-of-way shall be designed and constructed in accordance with City Regulations, and City's Design documents including 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 in accordance with approved Project plans.

C.11.2. All existing on-site wells, if any, shall be abandoned or removed in accordance with the City and San Joaquin County requirements. The Subdivider 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 Subdivider 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.11.3. The Subdivider 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, if any, are required to remain to serve existing adjacent agricultural uses, the Subdivider 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 Subdivider.

C.11.4. 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 Subdivider's cost.

C.11.5. All improvement plans shall contain a note stating that the Developer (or Contractor) will be responsible to preserve and protect all existing survey monuments and other survey markers. Any damaged, displaced, obliterated or lost monuments or survey markers shall be re-established or replaced by a licensed Land Surveyor at the Developer's (or Contractor's) sole expense. A corner record must be filed in accordance with the State law for any reset monuments (California Business and Professions Code Section 8871).

C.11.6. 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 and is otherwise in accordance with the City Regulations. The Subdivider shall bear all the cost for the inclusion, design, and implementations of such additions and requirements, without reimbursement or any payment from the City except as otherwise expressly set forth in these Conditions of Approval.

EXHIBIT C

Engineer's Estimate

cbg

CIVIL ENGINEERS I SURVEYORS I PLANNERS

ENGINEER'S PRELIMINARY IMPROVEMENT BOND ESTIMATE
OFFSITE IMPROVEMENTS
LAMMERS ROAD AND CROSSROADS DRIVE
ROCKING HORSE SUBDIVISION
TRACY, CALIFORNIA

September 18, 2025
Job No. 2165-060

Item	Description	Quantity	Unit	Unit Price	Amount
	GRADING AND SITE PREPARATION				
1	Clearing and Grubbing	2.5	AC	$ 781.08	$ 1,937
2	Street Earthwork	3,930	CY	$ 3.12	$ 12,262
3	Temporary Basin Earthwork	22,200	CY	$ 3.12	$ 69,264
3	Construction Stabilized Entry	1	EA	$ 1,562.16	$ 1,562
	Subtotal Grading and Site Preparation				$ 85,025
	STREET WORK				
4	Finish Grading to Property Line	107,900	SF	$ 0.31	$ 500
5	0.40' AC Pavement-Crossroads Drive *(Assume TI 5)*	24,350	SF	$ 3.80	$ 92,530
6	0.55' AC Pavement-Lammers Road *(Assume TI 11)*	12,540	SF	$ 5.20	$ 65,208
7	1.80' Aggregate Base- Crossroads Drive *(Assume TI 5)*	24,350	SF	$ 6.76	$ 164,606
8	2.2' Aggregate Base-lammers Road *(Assume TI 11)*	12,540	SF	$ 8.27	$ 103,706
9	Fog Seal	36,890	SF	$ 0.31	$ 11,436
10	Curb and Gutter With AB Cushion	980	LF	$ 15.62	$ 15,308
11	8" Median Island Curb	970	LF	$ 22.00	$ 21,340
12	Sidewalk With AB Cushion	22,820	SF	$ 3.91	$ 89,226
13	5' Wide AC Path 3"AC/3"AB *(Lammers Road)*	230	SF	$ 4.40	$ 1,012
14	Handicap Ramp	2	EA	$ 1,171.62	$ 2,343
15	Stop Sign With Pavement Striping	1	EA	$ 781.08	$ 781
16	Street Name Sign	1	EA	$ 390.54	$ 391
17	Traffic Regulatory Sign	7	EA	$ 390.54	$ 2,734
18	Survey Monument	2	EA	$ 781.08	$ 1,562

cbg

Item	Description	Quantity	Unit	Unit Price	Amount
	STORM DRAIN				
23	12" Storm Drain Main	20	LF	$ 34.37	$ 687
24	15" Storm Drain Main	1,130	LF	$ 39.05	$ 44,127
25	Catch Basins C.O.T. Std 301	3	EA	$ 2,343.23	$ 7,030
26	Field Inlet (2'x2')	2	EA	$ 2,343.23	$ 4,686
26	Manholes *(48" Diameter)*	1	EA	$ 3,124.31	$ 3,124
27	Outfall Riprap	1	LS	$ 8,000.00	$ 8,000
	Subtotal Storm Drain				$ 67,654
	POTABLE WATER				
28	8" DIP Water Main *(Including Appurtenances)*	50	LF	$ 34.37	$ 1,719
29	12" DIP Water Main *(Including Appurtenances)*	1,050	LF	$ 46.87	$ 49,214
30	4" Irrigation Water Service Lateral and Meter	1	EA	$ 2,000.00	$ 2,000
31	Fire Hydrant (Crossroads Drive)	2	EA	$ 3,905.39	$ 7,811
32	Fire Hydrant (Lammers Road)	3	EA	$ 6,000.00	$ 18,000
33	Blow-Off Valves/Air Release Valves	2	EA	$ 2,811.89	$ 5,624
34	Connect to Existing	1	EA	$ 3,124.31	$ 3,124
	Subtotal Potable Water				$ 87,491
	DRY UTILITIES				
35	Joint Trench	1,100	LF	$ 500.00	$ 550,000
36	Electroliers *(Crossroads Drive)*	7	EA	$ 3,124.31	$ 21,870
	Subtotal Dry Utilities				$ 571,870
	MISCELLANEOUS				
37	Landscape and Irrigation *(Parkway Strips)*	15,150	SF	$ 6.00	$ 90,900
38	9' Masonry Wall	2,076	LF	$ 250.00	$ 519,000
39	Remove Existing Trees	7	EA	$ 1,000.00	$ 7,000
	Subtotal Miscellaneous				$ 616,900

EXHIBIT D

Authorized Representative Contact Information

Shea Homes
David Best
4309 Hacienda Drive, Suite 180
Pleasanton, CA 94588
Mobile: 925-525-0162
Email: David.Best@sheahomes.com

TRACT 3855
ROCKING HORSE

CONSISTING OF 4 SHEETS
BEING A SUBDIVISION OF THE LANDS DESCRIBED IN THOSE GRANT DEEDS RECORDED AS DOCUMENT NO. 2004-033955 AND AS DOCUMENT NO. 2024-000412, BOTH OF SAN JOAQUIN COUNTY RECORDS
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

cbg
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS
SAN RAMON ▪ (925) 866-0322
ROSEVILLE ▪ (916)788-4456
WWW.CBANDG.COM

JANUARY 2026

OWNER'S STATEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS FINAL MAP OF "TRACT 3855, ROCKING HORSE, CITY OF TRACY, CALIFORNIA", AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

THE FOLLOWING DESCRIBED PROPERTY IS HEREBY DEDICATED IN FEE FOR PUBLIC PURPOSES:

1) RIGHT OF WAY DEDICATIONS FOR SOUTH LAMMERS ROAD AND CROSSROADS DRIVE.

AS OWNER: CALANDEV LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: Jennifer Chen

NAME: JENNIFER CHEN
ITS: SOLE MANAGER

DATE: 1-16-2026

AS OWNER: JENNIFER CHIENG FEN CHEN, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY

Jennifer Chen
JENNIFER CHIENG FEN CHEN

DATE: 1-16-2026

OWNER'S 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 } SS.
COUNTY OF Santa Clara }

ON January 16, 2026, BEFORE ME, C. Marroquin, A NOTARY PUBLIC, PERSONALLY APPEARED Jennifer Chieng Fen Chen, 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:

SIGNATURE: C. Marroquin
NAME (PRINT): C. Marroquin
PRINCIPAL COUNTY OF BUSINESS: Santa Clara
MY COMMISSION NUMBER: 2523969
MY COMMISSION EXPIRES: 7/18/29

CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY CALANDEV LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AND JENNIFER CHIENG FEN CHEN:

FOR THE PURPOSE OF PUBLIC STREET RIGHTS-OF-WAY:

ALL RIGHT OF WAY DEDICATIONS AS SHOWN ON THIS MAP.

THE CITY OF TRACY SHALL RECOVERY THE PROPERTY TO THE SUBDIVIDER IF THE CITY OF TRACY MAKES A DETERMINATION PURSUANT TO GOVERNMENT CODE SECTION 66477.5 THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES.

CITY ENGINEER'S STATEMENT

I EVEN G. MARCELO, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF TRACY, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 3855, ROCKING HORSE", AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

EVEN G. MARCELO, R.C.E. 79959
CITY ENGINEER

DATE:

REGISTERED PROFESSIONAL ENGINEER · EVEN G. MARCELO · 79959 · CIVIL · STATE OF CALIFORNIA

STATEMENT OF THE SURVEYOR FOR THE CITY

I, DAVID W. ENKE, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 3855, ROCKING HORSE", AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DAVID W. ENKE, L.S. 4071
SURVEYOR FOR THE CITY

DATE

LICENSED LAND SURVEYOR · DAVID W. ENKE · 4071 · STATE OF CALIFORNIA

SOILS REPORT

A SOILS REPORT ON WAS PREPARED BY STEVENS, FERRONE & BAILEY ENGINEERING COMPANY, INC., DATED FEBRUARY 27, 2014, PROJECT NO. 558-3, AND HAS BEEN FILED AT THE OFFICE OF THE CITY ENGINEER.

CITY CLERK'S STATEMENT

THIS IS TO STATE THAT AT ITS REGULARLY HELD MEETING ON THE _____DAY OF _____, 20_____, THE CITY COUNCIL OF THE CITY OF TRACY, CALIFORNIA PER COUNCIL RESOLUTION NO. _____ APPROVED THIS FINAL MAP OF "TRACT 3855, ROCKING HORSE", AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION IN FEE OF ALL STREET RIGHTS OF WAY AND LANES, SUBJECT TO SATISFACTORY COMPLETION OF IMPROVEMENTS THEREON, IN ACCORDANCE WITH TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP;

I HEREBY FURTHER STATE PURSUANT TO SECTION 66477.5 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA, THE LOCAL AGENCY SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE LOCAL AGENCY MAKES A DETERMINATION PURSUANT TO SAID SECTION THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES, AS SPECIFIED IN SUBDIVISION (C) OF SAID SECTION.

APRIL B. A. QUINTANILLA
CITY CLERK AND CLERK OF THE COUNCIL

DATE

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SHEA HOMES LIMITED PARTNERSHIP, IN MARCH 2025. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2027; AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THIS TRACT MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

1/15/2026
DATE

LICENSED LAND SURVEYOR · MARK H. WEHBER · 7960 · STATE OF CALIFORNIA

MARK H. WEHBER, P.L.S.
L.S. NO. 7960

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20_____, AT _____.M. IN BOOK_____

OF MAPS AND PLATS, AT PAGE _____, RECORDER'S SERIES NO. _____

AT THE REQUEST OF _____ .

FEE: $ _____

STEVE J. BESTOLARIDES
ASSESSOR-RECORDER-COUNTY CLERK

BY: _____
ASSISTANT/DEPUTY RECORDER

JOB NO. 2165-000

TRACT 3855
ROCKING HORSE

CONSISTING OF 4 SHEETS

BEING A SUBDIVISION OF THE LANDS DESCRIBED IN THOSE GRANT DEEDS RECORDED AS DOCUMENT NO. 2004-033955 AND AS DOCUMENT NO. 2024-000412, BOTH OF SAN JOAQUIN COUNTY RECORDS
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

cbg
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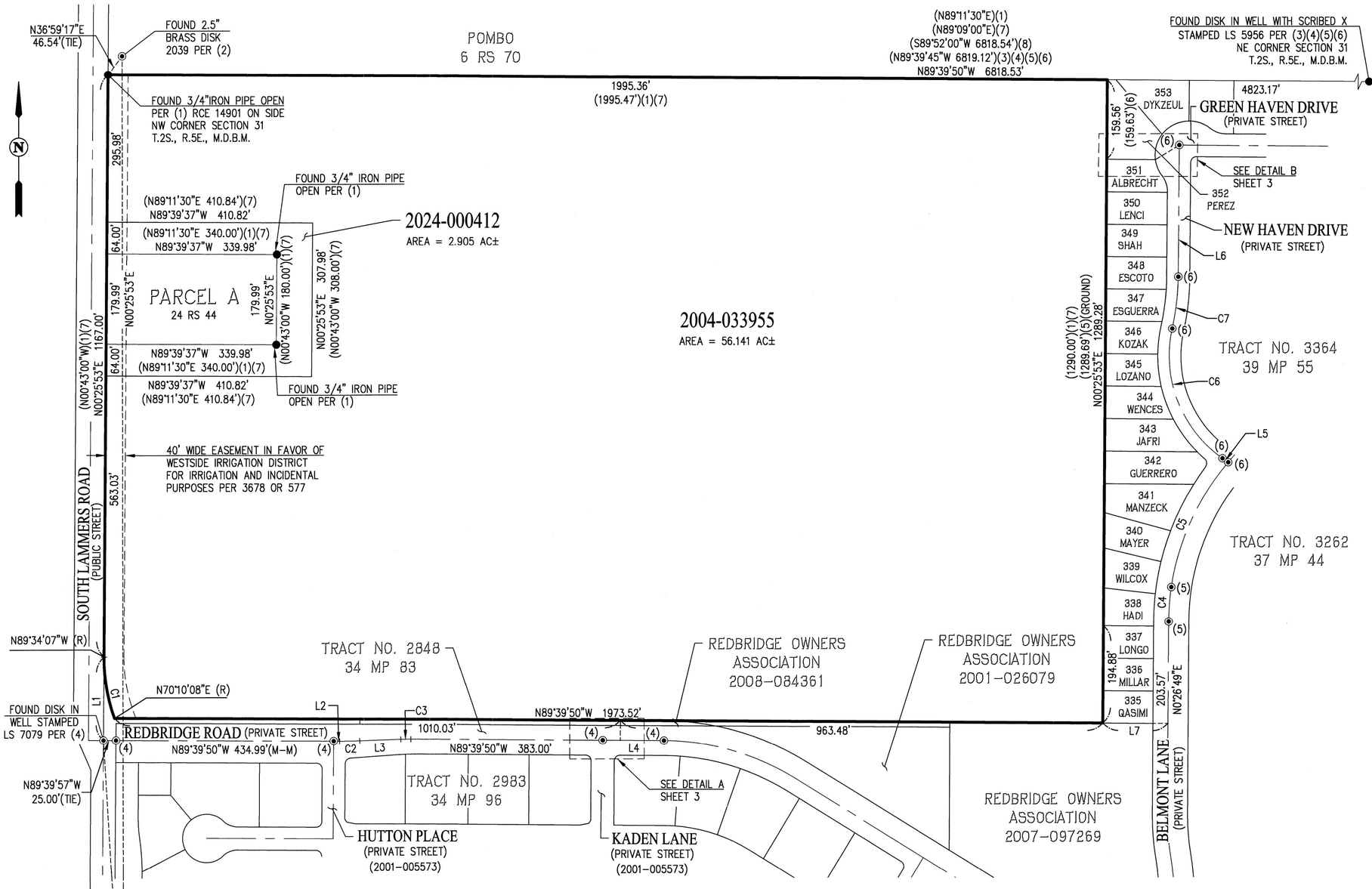
WWW.CBANDG.COM

SCALE: 1" = 150' JANUARY 2026

150' 0' 75' 150' 300' 600'
GRAPHIC SCALE



LEGEND

———	BOUNDARY LINE
———	RIGHT OF WAY LINE
———	LOT LINE
– – – – –	EASEMENT LINE
——— – ———	CENTERLINE
(#)	REFERENCE NUMBER
(R)	RADIAL BEARING
(T)	TOTAL
(M–M)	MONUMENT TO MONUMENT
(M–PL)	MONUMENT TO PROPERTY LINE
●	FOUND MONUMENT AS NOTED
◉	FOUND DISK IN MONUMENT WELL, AS NOTED.
AC	ACRES

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS BETWEEN MONUMENTS 2039 AND 2045 AS SHOWN ON THAT MAP ENTITLED "RECORD OF SURVEY, GEODETIC CONTROL NETWORK, CITY OF TRACY, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA" (36 RS 118), THE BEARING BEING N00°02'58"W (CALCULATED AND MEASURED). DISTANCES SHOWN HEREON ARE GRID DISTANCES; MULTIPLY BY 1.0000566 TO OBTAIN GROUND.

NOTES:

1. DISTANCES SHOWN ARE FEET AND DECIMALS THEREOF AND ARE GRID DISTANCES (SEE BASIS OF BEARINGS STATEMENT).
2. SUBDIVISION TOTAL AREA IS 59.046 ACRES.
3. TIES ARE PERPENDICULAR TO CENTERLINES AND MONUMENT LINES UNLESS OTHERWISE NOTED.
4. SEE MAPS REFERENCED FOR CHARACTER OF FOUND STREET MONUMENTS.
5. THIS PHASED LARGE LOT FINAL MAP IS FOR FINANCING AND CONVEYANCE PURPOSES ONLY. SUBDIVIDER INTENDS TO SUBSEQUENTLY FILE ONE OR MORE SMALL LOT FINAL MAPS CONSISTENT WITH THE LOTTING DEPICTED ON SHEET #4 WHICH IS IN SUBSTANTIAL CONFORMANCE WITH TRACT 3855 VESTING TENTATIVE MAP.
6. PURSUANT TO GOV CODE SECTION 66452.6(A), BECAUSE THE SUBDIVIDER IS REQUIRED TO CONSTRUCT OR FINANCE A QUALIFYING DOLLAR AMOUNT OF OFFSITE PUBLIC IMPROVEMENTS, THE FILING OF THIS PHASED FINAL MAP EXTENDS THE TERM OF THE TRACT 3855 VESTING TENTATIVE MAP BY 48 MONTHS

CURVE TABLE				
NO	RADIUS	DELTA	LENGTH	
C1	352.98'	20°15'45"	124.83'	
C2	999.94'	2°18'08"	40.18'	(R=1000.00')(4)
C3	499.97'	2°18'08"	20.09'	(R=500.00')(4)
C4	499.97'	7°52'19"	68.69'	(M–M) (R=500.00' L=68.70')(5)
C5	499.97'	32°03'10"	279.70'	(M–M) (R=500.00' L=279.71')(6)
C6	249.99'	67°25'56"	294.22'	(M–M) (R=250.00' L=294.23')(6)
C7	499.97'	12°06'28"	105.65'	(M–M) (R=500.00' L=105.66')(6)

LINE TABLE			
NO	BEARING	LENGTH	
L1	N00°25'53"E	166.78'	
L2	N89°39'50"W	11.90'	(N89°39'55"W)(4)
L3	N88°02'02"E	81.89'	(N88°01'57"W)(4)
L4	N89°39'50"W	122.34'	(M–M) (N89°39'55"W 122.36')(4)(CALCULATED)
L5	N54°52'38"W	14.00'	(M–M) (N54°53'36"W)(6)
L6	N00°26'50"E	263.83'	(M–M) (N00°25'52"W 263.84')(6)
L7	N89°39'50"W	130.09'	

REFERENCES:

(#) INDICATES REFERENCE NUMBER
(1) RECORD OF SURVEY (24 RS 44)
(2) RECORD OF SURVEY, GEODETIC CONTROL NETWORK, CITY OF TRACY, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA (36 RS 118)
(3) TRACT NO. 2983 (34 MP 96)
(4) TRACT NO. 2848 (34 MP 83)
(5) TRACT NO. 3262 (37 MP 44)
(6) TRACT NO. 3364 (39 MP 55)
(7) RECORD OF SURVEY (30 RS 195)
(8) MAP OF SURVEY OF THE SOUTH ONE HALF OF SECTION 30 (6 RS 70)

JOB NO. 2165-000

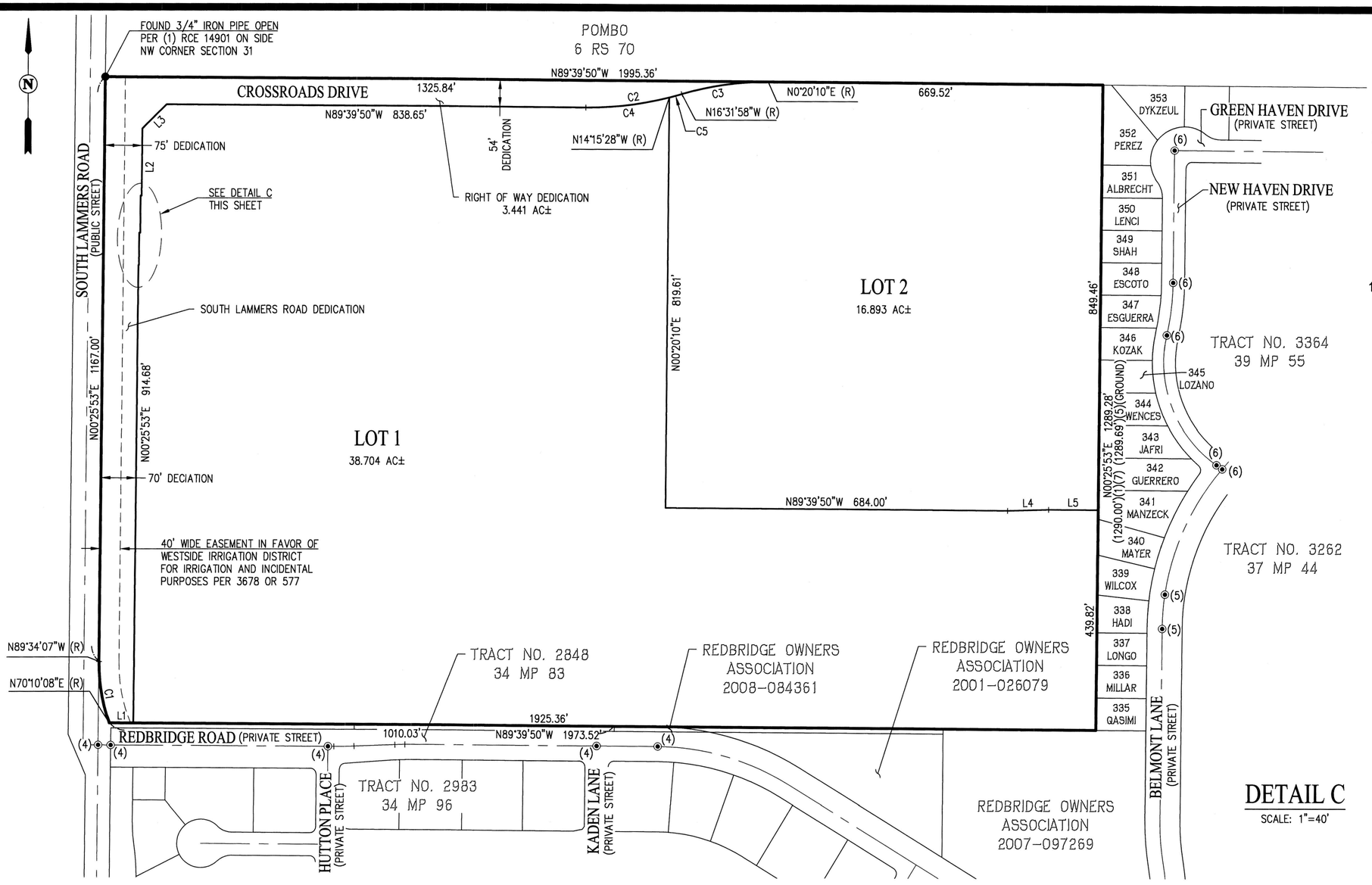
TRACT 3855
ROCKING HORSE

CONSISTING OF 4 SHEETS
BEING A SUBDIVISION OF THE LANDS DESCRIBED IN THOSE GRANT DEEDS RECORDED AS DOCUMENT NO. 2004-033955 AND AS DOCUMENT NO. 2024-000412, BOTH OF SAN JOAQUIN COUNTY RECORDS
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

cbg
SAN RAMON ▪ (925) 866-0322
ROSEVILLE ▪ (916)788-4456
WWW.CBANDG.COM
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS

SCALE: 1" = 150' JANUARY 2026

150' 0' 75' 150' 300' 600'
GRAPHIC SCALE



LEGEND

———	BOUNDARY LINE
———	RIGHT OF WAY LINE
———	LOT LINE
- - - - - -	EASEMENT LINE
——— – ———	CENTERLINE
(#)	REFERENCE NUMBER
(R)	RADIAL BEARING
(T)	TOTAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
●	FOUND MONUMENT AS NOTED
◉	FOUND DISK IN MONUMENT WELL, AS NOTED.
AC	ACRES

BASIS OF BEARINGS:

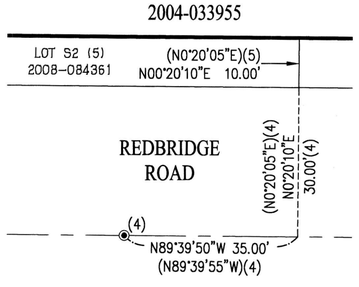
SEE SHEET 2 FOR BASIS OF BEARINGS.

REFERENCES:

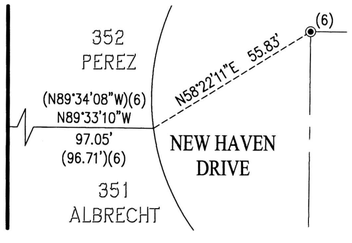
SEE SHEET 2 FOR REFERENCES.

NOTES:

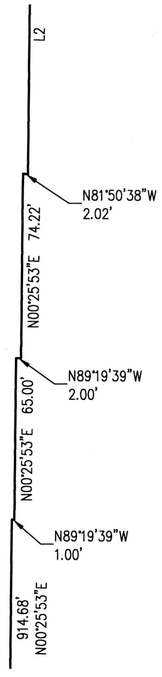
SEE SHEET 2 FOR NOTES.



DETAIL A
SCALE: 1"=20'



DETAIL B
SCALE: 1"=20'



DETAIL C
SCALE: 1"=40'

LINE TABLE		
NO	BEARING	LENGTH
L1	N89°39'50"W	48.16'
L2	N00°25'53"E	132.35'
L3	N45°20'10"E	69.56'
L4	N88°20'39"E	81.05'
L5	N89°39'50"W	100.73'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	352.98'	20°15'45"	124.83'
C2	661.00'	16°52'08"	194.60'
C3	594.00'	16°52'08"	174.88'
C4	661.00'	14°35'38"	168.36'
C5	661.00'	2°16'30"	26.24'

JOB NO. 2165-000

TRACT 3855
ROCKING HORSE

CONSISTING OF 4 SHEETS
BEING A SUBDIVISION OF THE LANDS DESCRIBED IN THOSE GRANT DEEDS RECORDED AS DOCUMENT NO. 2004-033955 AND AS DOCUMENT NO. 2024-000412, BOTH OF SAN JOAQUIN COUNTY RECORDS
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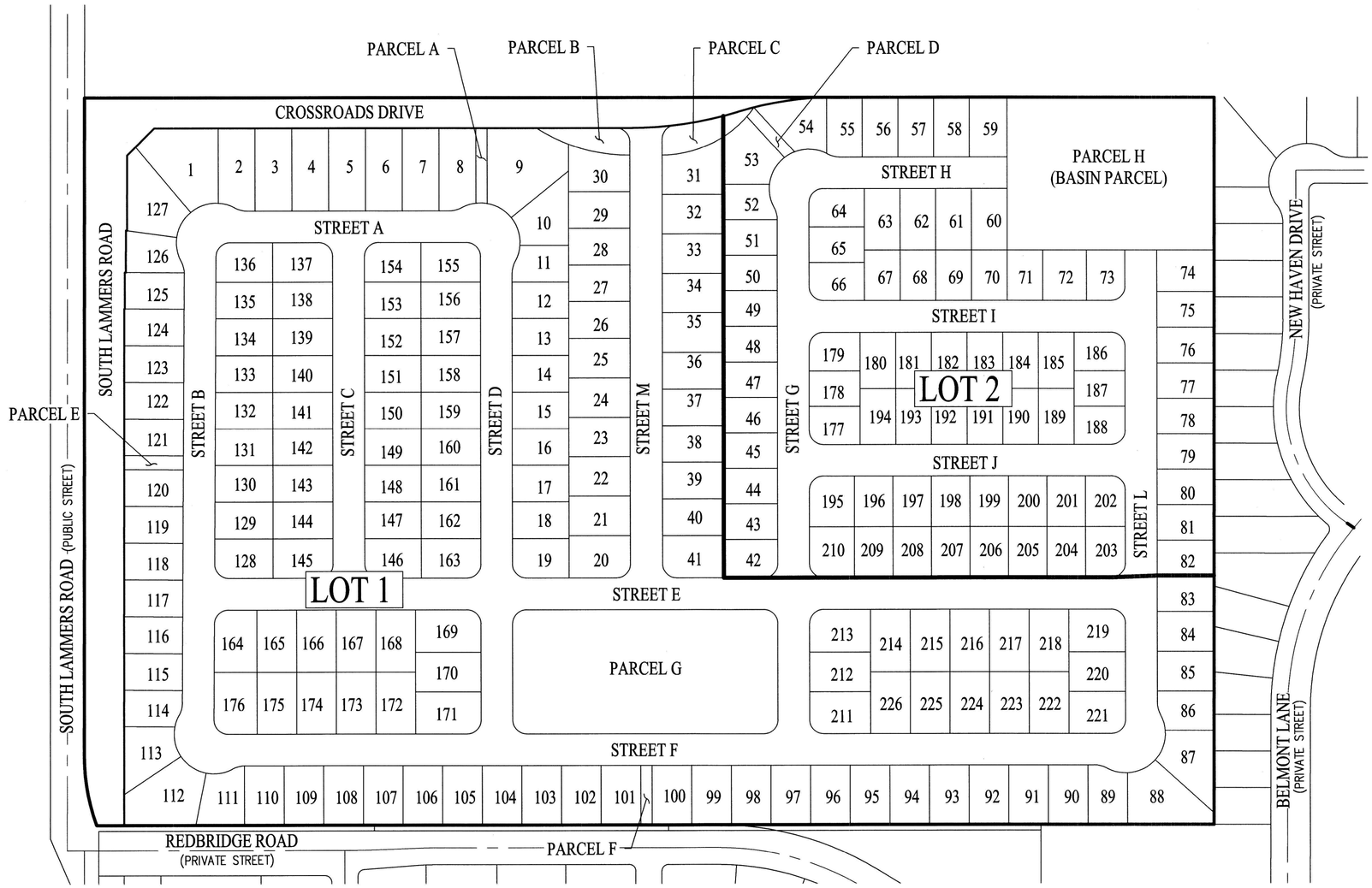
JANUARY 2026

INFORMATIONAL SHEET NOTES:

THIS SHEET CONTAINS ADDITIONAL INFORMATION TO BE RECORDED IN CONFORMANCE WITH SECTION 66434.2 OF THE SUBDIVISION MAP ACT.

THE INFORMATION SHOWN ON THIS SHEET IS FOR INFORMATIONAL PURPOSES ONLY, AND IS TO DISPLAY THE FUTURE LOTS AND STREETS TO BE CREATED BY SUBSEQUENT FINAL MAPS.



INFORMATIONAL EXHIBIT
1" = 150'

February 17, 2026

Agenda Item 1.D

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution authorizing the following amendments to the City's Classification and Compensation Plan and Master Salary Schedule:

(1) Establish the classifications and salary ranges for Animal Services Assistant and Cross Connection Control Specialist
(2) Reallocate the classification of Animal Services Aide to Animal Services Assistant and reclassify the incumbents

EXECUTIVE SUMMARY

The City's Classification and Compensation Plans and Master Salary Schedule contain the job descriptions and classifications of all City personnel, as well as salary ranges. Periodically, the Human Resources Department receives requests to review existing classification specifications or to develop new classification specifications to allow for changes that have occurred in areas such as job responsibilities, organizational structure, education, experience, and/or service needs. Following the review of organizational needs within Police and Public Works departments, staff is recommending updates to align with departmental priorities.

This proposed action is to 1) Establish the classifications and salary ranges for Animal Services Assistant and Cross Connection Control Specialist and 2) Reallocate the classification of Animal Services Aide to Animal Services Assistant and reclassify the incumbents.

BACKGROUND AND LEGISLATIVE HISTORY

Periodically, the Human Resources Department receives requests to review existing classification specifications or to develop new classification specifications to allow for changes that have occurred in areas such as job responsibilities, organizational structure, education, experience, and/or service needs. Following the review of organizational needs within the Animal Services division of the Police department, staff is recommending updates to align with departmental priorities.

The Public Employees' Retirement Law governs the California Public Employees Retirement System (CalPERS) codified in Title 2 of the California Code of Regulations. Section 570.5 of the California Code of Regulations requires City Council to approve the rate of pay for classification titles in a publicly available pay schedule for employees who are members of CalPERS. Under the City's Personnel Rules (Section 3.1.6), the City

Council must approve the Classification and Compensation Plans and any amendments to said plans. State law requires that Council approve a Master Salary Schedule reflecting the salaries of all personnel. Under California Government Code § 37206, in general-law cities, the city council prescribes the time and method of payment of salaries and wages of officers and employees by ordinance or resolution.

ANALYSIS

Staff is recommending modifications to the City's Classification and Compensation Plan to meets operational needs of various departments.

Animal Services Assistant

Human Resources conducted a comprehensive review of the Animal Services Aide classification and evaluated the current job duties performed by the three (3) incumbents. Based on this analysis, it was determined the duties and responsibilities more appropriately align with those of an Animal Services Assistant since the position is more focused on overall care of the animals including behavior improvement and socialization techniques. Accordingly, staff recommends reallocating the Animal Services Aide classification to Animal Services Assistant to accurately reflect the current level of work performed and ensure appropriate alignment within the City's Classification and Compensation Plan.

Staff further recommends establishing the salary range for the Animal Services Assistant at $1,937.73 – $2,355.33 bi-weekly. This recommendation is based on a survey of comparable agencies and consideration of internal equity among similar classifications.

Cross Connection Control Specialist

In 2024, the State of California published the *Cross-Connection Control Policy Handbook* (CCCPH) to replace older regulatory frameworks, including Title 17, with updated requirements designed to protect public drinking water systems from contamination caused by backflow. The CCCPH establishes comprehensive standards for cross-connection control, including the development of system-wide plans, completion of hazard assessments, use of certified testers, and maintenance of detailed program records, and was subsequently revised and re-released in June 2025 with specific deadlines for implementation by all public water systems. The updated regulation also requires each public water system to designate an individual responsible for program development, reporting, tracking, coordination with certified testers, and ongoing administrative oversight. Following an internal review of existing classifications and duties, staff determined the City does not currently have a position that meets the qualifications and responsibilities required under the CCCPH.

To achieve compliance with State mandates and ensure the protection of the City's

potable water system, staff recommends the creation of a new classification titled Cross Connection Control Specialist. This position would serve as the designated program authority, perform required regulatory functions, and support the City's ability to meet all CCCPH implementation deadlines.

Furthermore, staff recommends establishing the salary range for this position at $3,344.25 - $4,064.92 bi-weekly. This recommendation is based on a survey of comparable agencies and consideration of internal equity among similar classifications.

The proposed changes were provided to bargaining units and they are in agreement with the recommendations.

The Master Salary Schedule effective February 22, 2026 (Attachment A) incorporates the updates contained in this report.

FISCAL IMPACT

The additional salary costs associated with the reclassification of the current incumbents can be absorbed within the Police Department's existing budget appropriations. No additional appropriation is required at this time.

STRATEGIC PLAN

This agenda item supports the City's Councils Strategic Priorities FY 2025-2027 as follows:

Priority: Government Accountability

Goal 3: Enhance Civic and Workplace Culture at City Hall.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that City Council adopt a Resolution authorizing the following amendments to the City's Classification and Compensation Plan and Master Salary Schedule:

(1) Establish the classification and salary ranges for Animal Service Assistant and Cross Connection Specialist
(2) Reallocate the classification of Animal Services Aide to Animal Services Assistant and reclassify the incumbents.

Attachment A

CITY OF TRACY

City of Tracy
Master Salary Schedule

Effective 02/22/2026

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4112	ACCOUNT CLERK		TTSSEA	A	2,448.21	5,304.46	63,653.46	30.6026
				B	2,570.63	5,569.70	66,836.38	32.1329
				C	2,699.15	5,848.16	70,177.90	33.7394
				D	2,834.12	6,140.59	73,687.12	35.4265
				E	2,975.83	6,447.63	77,371.58	37.1979
3106	ACCOUNTANT	Y	TMMBU	A	3,849.17	8,339.87	100,078.42	48.1146
				B	4,041.64	8,756.89	105,082.64	50.5205
				C	4,243.71	9,194.71	110,336.46	53.0464
				D	4,455.89	9,654.43	115,853.14	55.6986
				E	4,678.68	10,137.14	121,645.68	58.4835
2520	ACCOUNTING MANAGER	Y	CONF	A	5,564.59	12,056.61	144,679.34	69.5574
				B	5,842.82	12,659.44	151,913.32	73.0353
				C	6,134.97	13,292.44	159,509.22	76.6871
				D	6,441.73	13,957.08	167,484.98	80.5216
				E	6,763.84	14,654.99	175,859.84	84.5480
4201	ACCOUNTING TECHNICIAN		TTSSEA	A	3,010.82	6,523.44	78,281.32	37.6353
				B	3,161.38	6,849.66	82,195.88	39.5173
				C	3,319.44	7,192.12	86,305.44	41.4930
				D	3,485.42	7,551.74	90,620.92	43.5678
				E	3,659.71	7,929.37	95,152.46	45.7464
4102	ADMINISTRATIVE ASSISTANT		TTSSEA	A	2,437.39	5,281.01	63,372.14	30.4674
				B	2,559.24	5,545.02	66,540.24	31.9905
				C	2,687.21	5,822.29	69,867.46	33.5901
				D	2,821.56	6,113.38	73,360.56	35.2695
				E	2,962.63	6,419.03	77,028.38	37.0329
8102	ADMINISTRATIVE ASSISTANT-CONF		CONF Non-Mgmt	A	2,497.82	5,411.94	64,943.32	31.2228
				B	2,622.70	5,682.52	68,190.20	32.7838
				C	2,753.84	5,966.65	71,599.84	34.4230
				D	2,891.55	6,265.03	75,180.30	36.1444
				E	3,036.11	6,578.24	78,938.86	37.9514
4107	ADMINISTRATIVE TECHNICIAN		TTSSEA	A	3,010.82	6,523.44	78,281.32	37.6353
				B	3,161.38	6,849.66	82,195.88	39.5173
				C	3,319.44	7,192.12	86,305.44	41.4930
				D	3,485.42	7,551.74	90,620.92	43.5678
				E	3,659.71	7,929.37	95,152.46	45.7464

Attachment A

CITY OF TRACY

City of Tracy
Master Salary Schedule

Effective 02/22/2026

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3510	AIRPORT MANAGER	Y	TMMBU	A	3,907.22	8,465.64	101,587.72	48.8403
				B	4,102.56	8,888.88	106,666.56	51.2820
				C	4,307.68	9,333.31	111,999.68	53.8460
				D	4,523.05	9,799.94	117,599.30	56.5381
				E	4,749.20	10,289.93	123,479.20	59.3650
5522	ANIMAL SERVICES AIDE		TEAMSTERS	A	1,670.71	3,619.87	43,438.46	20.8839
				B	1,754.25	3,800.88	45,610.50	21.9281
				C	1,841.97	3,990.94	47,891.22	23.0246
				D	1,934.06	4,190.46	50,285.56	24.1758
				E	2,030.75	4,399.96	52,799.50	25.3844
5524	ANIMAL SERVICES ASSISTANT		TEAMSTERS	A	1,937.73	4,198.42	50,380.98	24.2216
				B	2,034.62	4,408.34	52,900.12	25.4328
				C	2,136.35	4,628.76	55,545.10	26.7044
				D	2,243.17	4,860.20	58,322.42	28.0396
				E	2,355.33	5,103.22	61,238.58	29.4416
3620	ANIMAL SERVICES MANAGER	Y	TMMBU	A	4,197.18	9,093.89	109,126.68	52.4648
				B	4,407.04	9,548.59	114,583.04	55.0880
				C	4,627.40	10,026.03	120,312.40	57.8425
				D	4,858.76	10,527.31	126,327.76	60.7345
				E	5,101.71	11,053.71	132,644.46	63.7714
5521	ANIMAL SERVICES OFFICER I		TEAMSTERS	A	2,325.30	5,038.15	60,457.80	29.0663
				B	2,441.52	5,289.96	63,479.52	30.5190
				C	2,563.59	5,554.45	66,653.34	32.0449
				D	2,691.77	5,832.17	69,986.02	33.6471
				E	2,826.39	6,123.85	73,486.14	35.3299
5523	ANIMAL SERVICES OFFICER II		TEAMSTERS	A	2,558.34	5,543.07	66,516.84	31.9793
				B	2,686.24	5,820.19	69,842.24	33.5780
				C	2,820.58	6,111.26	73,335.08	35.2573
				D	2,961.60	6,416.80	77,001.60	37.0200
				E	3,109.69	6,737.66	80,851.94	38.8711
3621	ANIMAL SERVICES SUPERVISOR		TMMBU Non-Exempt	A	3,110.00	6,738.33	80,860.00	38.8750
				B	3,265.50	7,075.25	84,903.00	40.8188
				C	3,428.76	7,428.98	89,147.76	42.8595
				D	3,600.21	7,800.46	93,605.46	45.0026
				E	3,780.22	8,190.48	98,285.72	47.2528

Attachment A

CITY OF TRACY

City of Tracy
Master Salary Schedule

Effective 02/22/2026

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
2573	ASSISTANT CITY ATTORNEY	Y	CONF	A	7,083.99	15,348.65	184,183.74	88.5499
				B	7,438.17	16,116.04	193,392.42	92.9771
				C	7,810.09	16,921.86	203,062.34	97.6261
				D	8,200.59	17,767.95	213,215.34	102.5074
				E	8,610.61	18,656.32	223,875.86	107.6326
3338	ASSISTANT CITY ENGINEER	Y	TMMBU	A	5,964.97	12,924.10	155,089.22	74.5621
				B	6,278.92	13,604.33	163,251.92	78.4865
				C	6,609.38	14,320.32	171,843.88	82.6173
				D	6,957.26	15,074.06	180,888.76	86.9658
				E	7,323.41	15,867.39	190,408.66	91.5426
1502	ASSISTANT CITY MANAGER	Y	DEPT HEAD	MIN	10,318.65	22,357.09	268,285.02	128.9831
				MAX	11,066.61	23,977.66	287,731.96	138.3326
2682	ASSISTANT DIRECTOR DS	Y	CONF	A	6,765.65	14,658.91	175,906.90	84.5706
				B	7,103.92	15,391.83	184,701.92	88.7990
				C	7,459.12	16,161.43	193,937.12	93.2390
				D	7,832.06	16,969.46	203,633.56	97.9008
				E	8,223.66	17,817.93	213,815.16	102.7958
2635	ASSISTANT DIRECTOR-OPERATIONS	Y	CONF	A	6,765.65	14,658.91	175,906.90	84.5706
				B	7,103.92	15,391.83	184,701.92	88.7990
				C	7,459.12	16,161.43	193,937.12	93.2390
				D	7,832.06	16,969.46	203,633.56	97.9008
				E	8,223.66	17,817.93	213,815.16	102.7958
2640	ASSISTANT DIRECTOR-PARKS	Y	CONF	A	6,765.65	14,658.91	175,906.90	84.5706
				B	7,103.92	15,391.83	184,701.92	88.7990
				C	7,459.12	16,161.43	193,937.12	93.2390
				D	7,832.06	16,969.46	203,633.56	97.9008
				E	8,223.66	17,817.93	213,815.16	102.7958
2636	ASSISTANT DIRECTOR-UTILITIES	Y	CONF	A	6,765.65	14,658.91	175,906.90	84.5706
				B	7,103.92	15,391.83	184,701.92	88.7990
				C	7,459.12	16,161.43	193,937.12	93.2390
				D	7,832.06	16,969.46	203,633.56	97.9008
				E	8,223.66	17,817.93	213,815.16	102.7958
3302	ASSISTANT ENGINEER	Y	TMMBU	A	4,095.20	8,872.93	106,475.20	51.1900
				B	4,299.93	9,316.52	111,798.18	53.7491
				C	4,514.94	9,782.37	117,388.44	56.4368

CITY OF TRACY

City of Tracy
Master Salary Schedule

Effective 02/22/2026

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
				D	4,740.69	10,271.50	123,257.94	59.2586
				E	4,977.72	10,785.06	129,420.72	62.2215
5232	ASSISTANT PLANNER		TEAMSTERS	A	3,340.38	7,237.49	86,849.88	41.7548
				B	3,507.40	7,599.37	91,192.40	43.8425
				C	3,682.77	7,979.34	95,752.02	46.0346
				D	3,866.91	8,378.31	100,539.66	48.3364
				E	4,060.25	8,797.21	105,566.50	50.7531
2580	ASSISTANT TO CITY MANAGER	Y	CONF	A	5,564.59	12,056.61	144,679.34	69.5574
				B	5,842.82	12,659.44	151,913.32	73.0353
				C	6,134.97	13,292.44	159,509.22	76.6871
				D	6,441.73	13,957.08	167,484.98	80.5216
				E	6,763.84	14,654.99	175,859.84	84.5480
3303	ASSOCIATE CIVIL ENGINEER	Y	TMMBU	A	4,520.53	9,794.48	117,533.78	56.5066
				B	4,746.54	10,284.17	123,410.04	59.3318
				C	4,983.88	10,798.41	129,580.88	62.2985
				D	5,233.06	11,338.30	136,059.56	65.4133
				E	5,494.70	11,905.18	142,862.20	68.6838
3333	ASSOCIATE ENGINEER	Y	TMMBU	A	4,520.53	9,794.48	117,533.78	56.5066
				B	4,746.54	10,284.17	123,410.04	59.3318
				C	4,983.88	10,798.41	129,580.88	62.2985
				D	5,233.06	11,338.30	136,059.56	65.4133
				E	5,494.70	11,905.18	142,862.20	68.6838
3202	ASSOCIATE PLANNER	Y	TMMBU	A	3,825.62	8,288.84	99,466.12	47.8203
				B	4,016.90	8,703.28	104,439.40	50.2113
				C	4,217.75	9,138.46	109,661.50	52.7219
				D	4,428.64	9,595.39	115,144.64	55.3580
				E	4,650.08	10,075.17	120,902.08	58.1260
4451	BOX OFFICE ASSISTANT		TTSSEA	A	2,195.34	4,756.57	57,078.84	27.4418
				B	2,305.13	4,994.45	59,933.38	28.8141
				C	2,420.39	5,244.18	62,930.14	30.2549
				D	2,541.39	5,506.35	66,076.14	31.7674
				E	2,668.49	5,781.73	69,380.74	33.3561
4455	BOX OFFICE COORDINATOR		TTSSEA	A	2,902.48	6,288.71	75,464.48	36.2810
				B	3,047.61	6,603.16	79,237.86	38.0951
				C	3,199.98	6,933.29	83,199.48	39.9998

CITY OF TRACY

City of Tracy
Master Salary Schedule

Effective 02/22/2026

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
				D	3,359.98	7,279.96	87,359.48	41.9998
				E	3,527.98	7,643.96	91,727.48	44.0998
3104	BUDGET OFFICER	Y	CONF	A	5,140.23	11,137.17	133,645.98	64.2529
				B	5,397.23	11,694.00	140,327.98	67.4654
				C	5,667.08	12,278.67	147,344.08	70.8385
				D	5,950.46	12,892.66	154,711.96	74.3808
				E	6,247.98	13,537.29	162,447.48	78.0998
5211	BUILDING INSPECTOR I		TEAMSTERS	A	2,997.65	6,494.91	77,938.90	37.4706
				B	3,147.52	6,819.63	81,835.52	39.3440
				C	3,304.91	7,160.64	85,927.66	41.3114
				D	3,470.16	7,518.68	90,224.16	43.3770
				E	3,643.66	7,894.60	94,735.16	45.5458
5212	BUILDING INSPECTOR II		TEAMSTERS	A	3,828.49	8,295.06	99,540.74	47.8561
				B	4,019.94	8,709.87	104,518.44	50.2493
				C	4,220.91	9,145.31	109,743.66	52.7614
				D	4,431.97	9,602.60	115,231.22	55.3996
				E	4,653.53	10,082.65	120,991.78	58.1691
5320	BUILDING MAINTENANCE WORKER I		TEAMSTERS	A	2,544.23	5,512.50	66,149.98	31.8029
				B	2,671.46	5,788.16	69,457.96	33.3933
				C	2,805.03	6,077.57	72,930.78	35.0629
				D	2,945.29	6,381.46	76,577.54	36.8161
				E	3,092.55	6,700.53	80,406.30	38.6569
5321	BUILDING MAINTENANCE WORKER II		TEAMSTERS	A	2,805.10	6,077.72	72,932.60	35.0638
				B	2,945.36	6,381.61	76,579.36	36.8170
				C	3,092.62	6,700.68	80,408.12	38.6578
				D	3,247.24	7,035.69	84,428.24	40.5905
				E	3,409.62	7,387.51	88,650.12	42.6203
3341	BUILDING OFFICIAL	Y	TMMBU	A	5,798.78	12,564.02	150,768.28	72.4848
				B	6,088.70	13,192.18	158,306.20	76.1088
				C	6,393.16	13,851.85	166,222.16	79.9145
				D	6,712.80	14,544.40	174,532.80	83.9100
				E	7,048.45	15,271.64	183,259.70	88.1056
4501	BUILDING PERMIT TECHNICIAN I		TTSSEA	A	2,779.95	6,023.23	72,278.70	34.7494
				B	2,918.97	6,324.44	75,893.22	36.4871
				C	3,064.90	6,640.62	79,687.40	38.3113

CITY OF TRACY

City of Tracy
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Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
				D	3,218.15	6,972.66	83,671.90	40.2269
				E	3,379.07	7,321.32	87,855.82	42.2384
4502	BUILDING PERMIT TECHNICIAN II		TTSSEA	A	3,064.97	6,640.77	79,689.22	38.3121
				B	3,218.23	6,972.83	83,673.98	40.2279
				C	3,379.14	7,321.47	87,857.64	42.2393
				D	3,548.11	7,687.57	92,250.86	44.3514
				E	3,725.51	8,071.94	96,863.26	46.5689
1530	CHIEF INNOVATION OFFICER	Y	DEPT HEAD	MIN	7,723.66	16,734.60	200,815.20	96.5458
				MAX	9,380.60	20,324.63	243,895.54	117.2575
1506	CITY ATTORNEY	Y	CONTRACT		11,695.39	25,340.02	304,080.22	146.1924
3110	CITY CLERK	Y	TMMBU	A	5,260.38	11,397.49	136,769.88	65.7548
				B	5,523.41	11,967.39	143,608.66	69.0426
				C	5,799.57	12,565.74	150,788.82	72.4946
				D	6,089.54	13,194.00	158,328.04	76.1193
				E	6,394.02	13,853.71	166,244.52	79.9253
1102	CITY COUNCIL MEMBER		ELECTED		876.93	1,900.02	22,800.18	
2681	CITY ENGINEER	Y	CONF	A	7,088.20	15,357.77	184,293.20	88.6025
				B	7,442.62	16,125.68	193,508.12	93.0328
				C	7,814.75	16,931.96	203,183.50	97.6844
				D	8,205.49	17,778.56	213,342.74	102.5686
				E	8,615.79	18,667.55	224,010.54	107.6974
1501	CITY MANAGER	Y	CONTRACT		13,015.63	28,200.53	338,406.35	162.6954
1112	CITY TREASURER		ELECTED		876.93	1,900.02	22,800.18	
9107	CLERICAL AIDE (H)		LIMITED SERVICE	A				17.0191
				B				17.8701
				C				18.7637
				D				19.7017
				E				20.6868
3155	CODE COMPLIANCE ANALYST	Y	TMMBU	A	4,057.86	8,792.03	105,504.36	50.7233
				B	4,260.74	9,231.60	110,779.24	53.2593
				C	4,473.78	9,693.19	116,318.28	55.9223
				D	4,697.48	10,177.87	122,134.48	58.7185

Attachment A

CITY OF TRACY

City of Tracy
Master Salary Schedule

Effective 02/22/2026

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
				E	4,932.35	10,686.76	128,241.10	61.6544
5202	CODE ENFORCEMENT OFFICER		TEAMSTERS	A	3,096.52	6,709.13	80,509.52	38.7065
				B	3,251.34	7,044.57	84,534.84	40.6418
				C	3,413.92	7,396.83	88,761.92	42.6740
				D	3,584.61	7,766.66	93,199.86	44.8076
				E	3,763.84	8,154.99	97,859.84	47.0480
4465	COMMUNICATIONS COORDINATOR		TTSSEA	A	2,902.48	6,288.71	75,464.48	36.2810
				B	3,047.61	6,603.16	79,237.86	38.0951
				C	3,199.98	6,933.29	83,199.48	39.9998
				D	3,359.98	7,279.96	87,359.48	41.9998
				E	3,527.98	7,643.96	91,727.48	44.0998
3315	COMMUNITY PRESERVATION MANAGER	Y	TMMBU	A	4,520.53	9,794.48	117,533.78	56.5066
				B	4,746.54	10,284.17	123,410.04	59.3318
				C	4,983.88	10,798.41	129,580.88	62.2985
				D	5,233.06	11,338.30	136,059.56	65.4133
				E	5,494.70	11,905.18	142,862.20	68.6838
5513	COMMUNITY SERVICES OFFICER		TEAMSTERS	A	2,703.87	5,858.39	70,300.62	33.7984
				B	2,839.06	6,151.30	73,815.56	35.4883
				C	2,980.98	6,458.79	77,505.48	37.2623
				D	3,130.05	6,781.78	81,381.30	39.1256
				E	3,286.57	7,120.90	85,450.82	41.0821
5222	CONSTRUCTION INSPECTOR I		TEAMSTERS	A	3,474.84	7,528.82	90,345.84	43.4355
				B	3,648.60	7,905.30	94,863.60	45.6075
				C	3,831.01	8,300.52	99,606.26	47.8876
				D	4,022.56	8,715.55	104,586.56	50.2820
				E	4,223.72	9,151.39	109,816.72	52.7965
5223	CONSTRUCTION INSPECTOR II		TEAMSTERS	A	3,831.17	8,300.87	99,610.42	47.8896
				B	4,022.73	8,715.92	104,590.98	50.2841
				C	4,223.85	9,151.68	109,820.10	52.7981
				D	4,435.08	9,609.34	115,312.08	55.4385
				E	4,656.82	10,089.78	121,077.32	58.2103
3347	CONSTRUCTION PROJECT MANAGER	Y	TMMBU	A	5,112.10	11,076.22	132,914.60	63.9013
				B	5,367.71	11,630.04	139,560.46	67.0964
				C	5,636.10	12,211.55	146,538.60	70.4513
				D	5,917.88	12,822.07	153,864.88	73.9735

CITY OF TRACY

City of Tracy
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Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
				E	6,213.78	13,463.19	161,558.28	77.6723
4605	CRIME ANALYST		TTSSEA	A	3,284.86	7,117.20	85,406.36	41.0608
				B	3,449.10	7,473.05	89,676.60	43.1138
				C	3,621.58	7,846.76	94,161.08	45.2698
				D	3,802.66	8,239.10	98,869.16	47.5333
				E	3,992.76	8,650.98	103,811.76	49.9095
5514	CRIME PREVENTION SPECIALIST		TEAMSTERS	A	2,800.78	6,068.36	72,820.28	35.0098
				B	2,940.85	6,371.84	76,462.10	36.7606
				C	3,087.90	6,690.45	80,285.40	38.5988
				D	3,242.26	7,024.90	84,298.76	40.5283
				E	3,404.37	7,376.14	88,513.62	42.5546
3622	CRIME SCENE PROP UNIT SUPER		TMMBU Non-Exempt	A	3,344.25	7,245.88	86,950.50	41.8031
				B	3,511.45	7,608.14	91,297.70	43.8931
				C	3,686.99	7,988.48	95,861.74	46.0874
				D	3,871.34	8,387.90	100,654.84	48.3918
				E	4,064.92	8,807.33	105,687.92	50.8115
5517	CRIME SCENE TECHNICIAN		TEAMSTERS	A	3,033.25	6,572.04	78,864.50	37.9156
				B	3,184.87	6,900.55	82,806.62	39.8109
				C	3,344.13	7,245.62	86,947.38	41.8016
				D	3,511.35	7,607.93	91,295.10	43.8919
				E	3,686.92	7,988.33	95,859.92	46.0865
3407	CROSS CONCT CONTROL SPECIALIST	Y	TMMBU	A	3,344.25	7,245.88	86,950.50	41.8031
				B	3,511.45	7,608.14	91,297.70	43.8931
				C	3,686.99	7,988.48	95,861.74	46.0874
				D	3,871.34	8,387.90	100,654.84	48.3918
				E	4,064.92	8,807.33	105,687.92	50.8115
1108	CULTURAL ARTS COMMISSIONER				Stipend of $50.00 per meeting.			
3162	CULTURAL ARTS DIVISION MGR	Y	TMMBU	A	5,429.95	11,764.89	141,178.70	67.8744
				B	5,701.45	12,353.14	148,237.70	71.2681
				C	5,986.52	12,970.79	155,649.52	74.8315
				D	6,285.84	13,619.32	163,431.84	78.5730
				E	6,600.12	14,300.26	171,603.12	82.5015
4459	CULTURAL ARTS PROGRAM COORD		TTSSEA	A	2,902.48	6,288.71	75,464.48	36.2810
				B	3,047.61	6,603.16	79,237.86	38.0951

CITY OF TRACY

City of Tracy
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Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
				C	3,199.98	6,933.29	83,199.48	39.9998
				D	3,359.98	7,279.96	87,359.48	41.9998
				E	3,527.98	7,643.96	91,727.48	44.0998
3524	CULTURAL ARTS SUPERVISOR	Y	TMMBU	A	4,197.18	9,093.89	109,126.68	52.4648
				B	4,407.04	9,548.59	114,583.04	55.0880
				C	4,627.40	10,026.03	120,312.40	57.8425
				D	4,858.76	10,527.31	126,327.76	60.7345
				E	5,101.71	11,053.71	132,644.46	63.7714
4461	CULTURAL ARTS TECHNICAL COORD		TTSSEA	A	2,437.39	5,281.01	63,372.14	30.4674
				B	2,559.24	5,545.02	66,540.24	31.9905
				C	2,687.21	5,822.29	69,867.46	33.5901
				D	2,821.56	6,113.38	73,360.56	35.2695
				E	2,962.63	6,419.03	77,028.38	37.0329
3523	CULTURAL ARTS TECHNICAL SUPV	Y	TMMBU	A	3,484.30	7,549.32	90,591.80	43.5538
				B	3,658.53	7,926.82	95,121.78	45.7316
				C	3,841.44	8,323.12	99,877.44	48.0180
				D	4,033.51	8,739.27	104,871.26	50.4189
				E	4,235.21	9,176.29	110,115.46	52.9401
3113	CYBER SECURITY OFFICER	Y	TMMBU	A	5,058.74	10,960.60	131,527.24	63.2343
				B	5,311.69	11,508.66	138,103.94	66.3961
				C	5,577.26	12,084.06	145,008.76	69.7158
				D	5,856.13	12,688.28	152,259.38	73.2016
				E	6,148.94	13,322.70	159,872.44	76.8618
9552	D.A.R.E. OFFICER		LIMITED SERVICE	A				39.9345
				B				41.9329
				C				44.0300
				D				46.2261
				E				48.5429
2571	DEPUTY CITY ATTORNEY I	Y	CONF	A	5,561.82	12,050.61	144,607.32	69.5228
				B	5,839.91	12,653.14	151,837.66	72.9989
				C	6,131.93	13,285.85	159,430.18	76.6491
				D	6,438.52	13,950.13	167,401.52	80.4815
				E	6,760.43	14,647.60	175,771.18	84.5054
2572	DEPUTY CITY ATTORNEY II	Y	CONF	A	6,118.01	13,255.69	159,068.26	76.4751
				B	6,423.92	13,918.49	167,021.92	80.2990

CITY OF TRACY

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				C	6,745.12	14,614.43	175,373.12	84.3140
				D	7,082.39	15,345.18	184,142.14	88.5299
				E	7,436.49	16,112.40	193,348.74	92.9561
4116	DEPUTY CITY CLERK		TTSSEA	A	3,233.97	7,006.94	84,083.22	40.4246
				B	3,395.68	7,357.31	88,287.68	42.4460
				C	3,565.46	7,725.16	92,701.96	44.5683
				D	3,743.74	8,111.44	97,337.24	46.7968
				E	3,930.93	8,517.02	102,204.18	49.1366
2711	DEPUTY POLICE CHIEF	Y	CONF	A	7,523.46	16,300.83	195,609.96	94.0433
				B	7,899.64	17,115.89	205,390.64	98.7455
				C	8,294.62	17,971.68	215,660.12	103.6828
				D	8,709.34	18,870.24	226,442.84	108.8668
				E	9,144.82	19,813.78	237,765.32	114.3103
1528	DIRECTOR OF COMM. & ECON DEV.	Y	DEPT HEAD	MIN	7,723.66	16,734.60	200,815.20	96.5458
				MAX	9,380.60	20,324.62	243,895.49	117.2575
1522	DIRECTOR OF FINANCE	Y	DEPT HEAD	MIN	7,723.66	16,734.60	200,815.20	96.5458
				MAX	9,380.60	20,324.62	243,895.49	117.2575
1518	DIRECTOR OF HUMAN RESOURCES	Y	DEPT HEAD	MIN	7,723.66	16,734.60	200,815.20	96.5458
				MAX	9,380.60	20,324.62	243,895.49	117.2575
1527	DIRECTOR OF MOBILITY & HOUSING	Y	DEPT HEAD	MIN	7,723.66	16,734.60	200,815.20	96.5458
				MAX	9,380.60	20,324.62	243,895.49	117.2575
1524	DIRECTOR OF PUBLIC WORKS	Y	DEPT HEAD	MIN	8,278.29	17,936.30	215,235.56	103.4786
				MAX	10,060.56	21,797.88	261,574.51	125.7570
1516	DIRECTOR PARKS & RECREATION	Y	DEPT HEAD	MIN	7,723.66	16,734.60	200,815.20	96.5458
				MAX	9,380.60	20,324.62	243,895.49	117.2575
3208	ECONOMIC DEVELOPMENT ANALYST I	Y	TMMBU	A	3,528.65	7,645.41	91,744.90	44.1081
				B	3,705.08	8,027.67	96,332.08	46.3135
				C	3,890.34	8,429.07	101,148.84	48.6293
				D	4,084.86	8,850.53	106,206.36	51.0608
				E	4,289.10	9,293.05	111,516.60	53.6138
3209	ECONOMIC DEVELOPMNT ANALYST II	Y	TMMBU	A	4,057.86	8,792.03	105,504.36	50.7233
				B	4,260.74	9,231.60	110,779.24	53.2593

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				C	4,473.78	9,693.19	116,318.28	55.9223
				D	4,697.48	10,177.87	122,134.48	58.7185
				E	4,932.35	10,686.76	128,241.10	61.6544
3207	ECONOMIC DEVELOPMENT MANAGER	Y	TMMBU	A	5,517.44	11,954.45	143,453.44	68.9680
				B	5,793.29	12,552.13	150,625.54	72.4161
				C	6,082.97	13,179.77	158,157.22	76.0371
				D	6,387.11	13,838.74	166,064.86	79.8389
				E	6,706.47	14,530.69	174,368.22	83.8309
5325	ELECTRICIAN		TEAMSTERS	A	3,843.28	8,327.11	99,925.28	48.0410
				B	4,035.47	8,743.52	104,922.22	50.4434
				C	4,237.25	9,180.71	110,168.50	52.9656
				D	4,449.09	9,639.70	115,676.34	55.6136
				E	4,671.54	10,121.67	121,460.04	58.3943
9105	ENGINEERING INTERN		LIMITED SERVICE	A				22.5640
				B				23.6949
				C				24.8809
				D				26.1216
				E				27.4282
5221	ENGINEERING TECHNICIAN I		TEAMSTERS	A	3,058.88	6,627.57	79,530.88	38.2360
				B	3,211.82	6,958.94	83,507.32	40.1478
				C	3,372.41	7,306.89	87,682.66	42.1551
				D	3,541.03	7,672.23	92,066.78	44.2629
				E	3,718.11	8,055.91	96,670.86	46.4764
5225	ENGINEERING TECHNICIAN II		TEAMSTERS	A	3,372.43	7,306.93	87,683.18	42.1554
				B	3,541.05	7,672.28	92,067.30	44.2631
				C	3,718.12	8,055.93	96,671.12	46.4765
				D	3,904.04	8,458.75	101,505.04	48.8005
				E	4,099.19	8,881.58	106,578.94	51.2399
3412	ENVIRONMENTAL COMPLIANCE ANLST	Y	TMMBU	A	4,057.86	8,792.03	105,504.36	50.7233
				B	4,260.74	9,231.60	110,779.24	53.2593
				C	4,473.78	9,693.19	116,318.28	55.9223
				D	4,697.48	10,177.87	122,134.48	58.7185
				E	4,932.35	10,686.76	128,241.10	61.6544
5424	ENVIRONMENTAL COMPLIANCE TECH		TEAMSTERS	A	2,900.00	6,283.33	75,400.00	36.2500
				B	3,044.98	6,597.46	79,169.48	38.0623

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Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
				C	3,197.25	6,927.38	83,128.50	39.9656
				D	3,357.09	7,273.70	87,284.34	41.9636
				E	3,524.93	7,637.35	91,648.18	44.0616
5313	EQUIPMENT MECHANIC I		TEAMSTERS	A	2,811.22	6,090.98	73,091.72	35.1403
				B	2,951.76	6,395.48	76,745.76	36.8970
				C	3,099.35	6,715.26	80,583.10	38.7419
				D	3,254.31	7,051.01	84,612.06	40.6789
				E	3,417.03	7,403.57	88,842.78	42.7129
5314	EQUIPMENT MECHANIC II		TEAMSTERS	A	3,099.34	6,715.24	80,582.84	38.7418
				B	3,254.32	7,051.03	84,612.32	40.6790
				C	3,417.02	7,403.54	88,842.52	42.7128
				D	3,587.87	7,773.72	93,284.62	44.8484
				E	3,767.26	8,162.40	97,948.76	47.0908
4108	EXECUTIVE ASSISTANT		TTSSEA	A	2,964.97	6,424.10	77,089.22	37.0621
				B	3,113.21	6,745.29	80,943.46	38.9151
				C	3,268.88	7,082.57	84,990.88	40.8610
				D	3,432.32	7,436.69	89,240.32	42.9040
				E	3,603.94	7,808.54	93,702.44	45.0493
2581	EXECUTIVE ASSISTANT TO CM		CONF Non-Mgmt	A	3,480.59	7,541.28	90,495.34	43.5074
				B	3,654.60	7,918.30	95,019.60	45.6825
				C	3,837.33	8,314.22	99,770.58	47.9666
				D	4,029.21	8,729.96	104,759.46	50.3651
				E	4,230.65	9,166.41	109,996.90	52.8831
8108	EXECUTIVE ASSISTANT-CONF		CONF Non-Mgmt	A	3,038.50	6,583.42	79,001.00	37.9813
				B	3,190.44	6,912.62	82,951.44	39.8805
				C	3,349.95	7,258.23	87,098.70	41.8744
				D	3,517.43	7,621.10	91,453.18	43.9679
				E	3,693.32	8,002.19	96,026.32	46.1665
9635	FACILITY ATTENDANT		LIMITED SERVICE	A				21.7406
				B				22.8276
				C				23.9695
				D				25.1663
				E				26.4290
3107	FINANCIAL ANALYST I	Y	TMMBU	A	3,528.65	7,645.41	91,744.90	44.1081
				B	3,705.08	8,027.67	96,332.08	46.3135

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				C	3,890.34	8,429.07	101,148.84	48.6293
				D	4,084.86	8,850.53	106,206.36	51.0608
				E	4,289.10	9,293.05	111,516.60	53.6138
3108	FINANCIAL ANALYST II	Y	TMMBU	A	4,057.86	8,792.03	105,504.36	50.7233
				B	4,260.74	9,231.60	110,779.24	53.2593
				C	4,473.78	9,693.19	116,318.28	55.9223
				D	4,697.48	10,177.87	122,134.48	58.7185
				E	4,932.35	10,686.76	128,241.10	61.6544
3404	FLEET SUPERVISOR	Y	TMMBU	A	4,067.42	8,812.74	105,752.92	50.8428
				B	4,270.75	9,253.29	111,039.50	53.3844
				C	4,484.30	9,715.98	116,591.80	56.0538
				D	4,708.49	10,201.73	122,420.74	58.8561
				E	4,943.93	10,711.85	128,542.18	61.7991
3120	GIS ANALYST	Y	TMMBU	A	4,057.86	8,792.03	105,504.36	50.7233
				B	4,260.74	9,231.60	110,779.24	53.2593
				C	4,473.78	9,693.19	116,318.28	55.9223
				D	4,697.48	10,177.87	122,134.48	58.7185
				E	4,932.35	10,686.76	128,241.10	61.6544
4206	GIS TECHNICIAN		TTSSEA	A	3,284.86	7,117.20	85,406.36	41.0608
				B	3,449.10	7,473.05	89,676.60	43.1138
				C	3,621.58	7,846.76	94,161.08	45.2698
				D	3,802.66	8,239.10	98,869.16	47.5333
				E	3,992.76	8,650.98	103,811.76	49.9095
3215	HOMELESS SERVICES MANAGER	Y	TMMBU	A	5,015.84	10,867.65	130,411.84	62.6980
				B	5,266.63	11,411.03	136,932.38	65.8329
				C	5,529.97	11,981.60	143,779.22	69.1246
				D	5,806.46	12,580.66	150,967.96	72.5808
				E	6,096.77	13,209.67	158,516.02	76.2096
2511	HUMAN RESOURCES ANALYST I	Y	CONF	A	3,616.17	7,835.04	94,020.42	45.2021
				B	3,796.99	8,226.81	98,721.74	47.4624
				C	3,986.82	8,638.11	103,657.32	49.8353
				D	4,186.16	9,070.01	108,840.16	52.3270
				E	4,395.47	9,523.52	114,282.22	54.9434
2512	HUMAN RESOURCES ANALYST II	Y	CONF	A	4,158.48	9,010.04	108,120.48	51.9810
				B	4,366.41	9,460.56	113,526.66	54.5801

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				C	4,584.72	9,933.56	119,202.72	57.3090
				D	4,813.98	10,430.29	125,163.48	60.1748
				E	5,054.68	10,951.81	131,421.68	63.1835
2562	HUMAN RESOURCES MANAGER	Y	CONF	A	5,564.59	12,056.61	144,679.34	69.5574
				B	5,842.82	12,659.44	151,913.32	73.0353
				C	6,134.97	13,292.44	159,509.22	76.6871
				D	6,441.73	13,957.08	167,484.98	80.5216
				E	6,763.84	14,654.99	175,859.84	84.5480
4301	HUMAN RESOURCES TECHNICIAN		CONF Non-Mgmt	A	3,085.50	6,685.25	80,223.00	38.5688
				B	3,239.78	7,019.52	84,234.28	40.4973
				C	3,401.77	7,370.50	88,446.02	42.5221
				D	3,571.87	7,739.05	92,868.62	44.6484
				E	3,750.45	8,125.98	97,511.70	46.8806
4204	INFO SYSTEMS TECHNICIAN I		TTSSEA	A	2,856.41	6,188.89	74,266.66	35.7051
				B	2,999.23	6,498.33	77,979.98	37.4904
				C	3,149.20	6,823.27	81,879.20	39.3650
				D	3,306.66	7,164.43	85,973.16	41.3333
				E	3,472.00	7,522.67	90,272.00	43.4000
4205	INFO SYSTEMS TECHNICIAN II		TTSSEA	A	3,284.86	7,117.20	85,406.36	41.0608
				B	3,449.10	7,473.05	89,676.60	43.1138
				C	3,621.58	7,846.76	94,161.08	45.2698
				D	3,802.66	8,239.10	98,869.16	47.5333
				E	3,992.76	8,650.98	103,811.76	49.9095
2553	INFO TECHNOLOGY MANAGER	Y	CONF	A	5,564.59	12,056.61	144,679.34	69.5574
				B	5,842.82	12,659.44	151,913.32	73.0353
				C	6,134.97	13,292.44	159,509.22	76.6871
				D	6,441.73	13,957.08	167,484.98	80.5216
				E	6,763.84	14,654.99	175,859.84	84.5480
3111	INFO TECHNOLOGY SPECIALIST	Y	TMMBU	A	3,941.85	8,540.68	102,488.10	49.2731
				B	4,138.96	8,967.75	107,612.96	51.7370
				C	4,345.90	9,416.12	112,993.40	54.3238
				D	4,563.17	9,886.87	118,642.42	57.0396
				E	4,791.34	10,381.24	124,574.84	59.8918
5413	INSTRUMENTATION TECHNICIAN		TEAMSTERS	A	3,568.28	7,731.27	92,775.28	44.6035
				B	3,746.70	8,117.85	97,414.20	46.8338

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Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
				C	3,934.05	8,523.78	102,285.30	49.1756
				D	4,130.72	8,949.89	107,398.72	51.6340
				E	4,337.27	9,397.42	112,769.02	54.2159
9108	INTERN/GENERAL (H)		LIMITED SERVICE	A				22.5640
				B				23.6949
				C				24.8809
				D				26.1216
				E				27.4282
5224	JUNIOR ENGINEER		TEAMSTERS	A	3,717.97	8,055.60	96,667.22	46.4746
				B	3,903.88	8,458.41	101,500.88	48.7985
				C	4,099.04	8,881.25	106,575.04	51.2380
				D	4,304.01	9,325.36	111,904.26	53.8001
				E	4,519.22	9,791.64	117,499.72	56.4903
5423	LABORATORY QA OFFICER	Y	TMMBU	A	3,372.71	7,307.54	87,690.46	42.1589
				B	3,541.37	7,672.97	92,075.62	44.2671
				C	3,718.43	8,056.60	96,679.18	46.4804
				D	3,904.33	8,459.38	101,512.58	48.8041
				E	4,099.57	8,882.40	106,588.82	51.2446
5421	LABORATORY TECHNICIAN I		TEAMSTERS	A	2,775.82	6,014.28	72,171.32	34.6978
				B	2,914.58	6,314.92	75,779.08	36.4323
				C	3,060.34	6,630.74	79,568.84	38.2543
				D	3,213.35	6,962.26	83,547.10	40.1669
				E	3,374.00	7,310.33	87,724.00	42.1750
5422	LABORATORY TECHNICIAN II		TEAMSTERS	A	3,060.28	6,630.61	79,567.28	38.2535
				B	3,213.29	6,962.13	83,545.54	40.1661
				C	3,373.95	7,310.23	87,722.70	42.1744
				D	3,542.64	7,675.72	92,108.64	44.2830
				E	3,719.77	8,059.50	96,714.02	46.4971
3508	LANDSCAPE ARCHITECT	Y	TMMBU	A	4,463.66	9,671.26	116,055.16	55.7958
				B	4,686.81	10,154.76	121,857.06	58.5851
				C	4,921.15	10,662.49	127,949.90	61.5144
				D	5,167.22	11,195.64	134,347.72	64.5903
				E	5,425.60	11,755.47	141,065.60	67.8200
4109	LEGAL SECRETARY		CONF Non-Mgmt	A	3,314.19	7,180.75	86,168.94	41.4274
				B	3,479.88	7,539.74	90,476.88	43.4985

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				C	3,653.90	7,916.78	95,001.40	45.6738
				D	3,836.58	8,312.59	99,751.08	47.9573
				E	4,028.42	8,728.24	104,738.92	50.3553
3130	LEGISLATIVE ANALYST	Y	TMMBU	A	4,463.64	9,671.22	116,054.64	55.7955
				B	4,686.82	10,154.78	121,857.32	58.5853
				C	4,921.15	10,662.49	127,949.90	61.5144
				D	5,167.23	11,195.67	134,347.98	64.5904
				E	5,425.59	11,755.45	141,065.34	67.8199
9636	LIFEGUARD		LIMITED SERVICE	A				17.0191
				B				17.8701
				C				18.7637
				D				19.7017
				E				20.6868
9303	MAINTENANCE AIDE		LIMITED SERVICE	A				19.1602
				B				20.1154
				C				21.1147
				D				22.1688
				E				23.2778
5301	MAINTENANCE WORKER I		TEAMSTERS	A	2,069.14	4,483.14	53,797.64	25.8643
				B	2,172.61	4,707.32	56,487.86	27.1576
				C	2,281.22	4,942.64	59,311.72	28.5153
				D	2,395.28	5,189.77	62,277.28	29.9410
				E	2,515.05	5,449.28	65,391.30	31.4381
5303	MAINTENANCE WORKER II		TEAMSTERS	A	2,628.19	5,694.41	68,332.94	32.8524
				B	2,759.61	5,979.16	71,749.86	34.4951
				C	2,897.57	6,278.07	75,336.82	36.2196
				D	3,042.45	6,591.98	79,103.70	38.0306
				E	3,194.56	6,921.55	83,058.56	39.9320
3151	MANAGEMENT ANALYST I	Y	TMMBU	A	3,528.65	7,645.41	91,744.90	44.1081
				B	3,705.08	8,027.67	96,332.08	46.3135
				C	3,890.34	8,429.07	101,148.84	48.6293
				D	4,084.86	8,850.53	106,206.36	51.0608
				E	4,289.10	9,293.05	111,516.60	53.6138
3152	MANAGEMENT ANALYST II	Y	TMMBU	A	4,057.86	8,792.03	105,504.36	50.7233
				B	4,260.74	9,231.60	110,779.24	53.2593

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				C	4,473.78	9,693.19	116,318.28	55.9223
				D	4,697.48	10,177.87	122,134.48	58.7185
				E	4,932.35	10,686.76	128,241.10	61.6544
4463	MARKETING COORDINATOR		TTSSEA	A	2,902.48	6,288.71	75,464.48	36.2810
				B	3,047.61	6,603.16	79,237.86	38.0951
				C	3,199.98	6,933.29	83,199.48	39.9998
				D	3,359.98	7,279.96	87,359.48	41.9998
				E	3,527.98	7,643.96	91,727.48	44.0998
1101	MAYOR		ELECTED		969.24	2,100.02	25,200.24	
3527	MEDIA SERVICES SUPERVISOR		TMMBU Non-Exempt	A	3,484.30	7,549.32	90,591.80	43.5538
				B	3,658.53	7,926.82	95,121.78	45.7316
				C	3,841.44	8,323.12	99,877.44	48.0180
				D	4,033.51	8,739.27	104,871.26	50.4189
				E	4,235.21	9,176.29	110,115.46	52.9401
5531	METER READER		TEAMSTERS	A	1,792.88	3,884.57	46,614.88	22.4110
				B	1,882.51	4,078.77	48,945.26	23.5314
				C	1,976.64	4,282.72	51,392.64	24.7080
				D	2,075.45	4,496.81	53,961.70	25.9431
				E	2,179.23	4,721.67	56,659.98	27.2404
4212	MULTIMEDIA COMMUNICATIONS ASST		TTSSEA	A	2,437.39	5,281.01	63,372.14	30.4674
				B	2,559.24	5,545.02	66,540.24	31.9905
				C	2,687.21	5,822.29	69,867.46	33.5901
				D	2,821.56	6,113.38	73,360.56	35.2695
				E	2,962.63	6,419.03	77,028.38	37.0329
4210	MULTIMEDIA COMMUNICATIONS COOR		TTSSEA	A	2,902.48	6,288.71	75,464.48	36.2810
				B	3,047.61	6,603.16	79,237.86	38.0951
				C	3,199.98	6,933.29	83,199.48	39.9998
				D	3,359.98	7,279.96	87,359.48	41.9998
				E	3,527.98	7,643.96	91,727.48	44.0998
4105	OFFICE ASSISTANT		TTSSEA	A	1,995.78	4,324.19	51,890.28	24.9473
				B	2,095.55	4,540.36	54,484.30	26.1944
				C	2,200.34	4,767.40	57,208.84	27.5043
				D	2,310.37	5,005.80	60,069.62	28.8796
				E	2,425.89	5,256.10	63,073.14	30.3236

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3401	OPERATIONS SUPERINTENDENT	Y	TMMBU	A	4,689.30	10,160.15	121,921.80	58.6163
				B	4,923.78	10,668.19	128,018.28	61.5473
				C	5,169.96	11,201.58	134,418.96	64.6245
				D	5,428.47	11,761.69	141,140.22	67.8559
				E	5,699.87	12,349.72	148,196.62	71.2484
3405	OPERATIONS SUPERVISOR	Y	TMMBU	A	3,907.22	8,465.64	101,587.72	48.8403
				B	4,102.56	8,888.88	106,666.56	51.2820
				C	4,307.68	9,333.31	111,999.68	53.8460
				D	4,523.05	9,799.94	117,599.30	56.5381
				E	4,749.20	10,289.93	123,479.20	59.3650
4110	PARALEGAL		CONF Non-Mgmt	A	3,645.61	7,898.82	94,785.86	45.5701
				B	3,827.89	8,293.76	99,525.14	47.8486
				C	4,019.28	8,708.44	104,501.28	50.2410
				D	4,220.25	9,143.88	109,726.50	52.7531
				E	4,431.26	9,601.06	115,212.76	55.3908
1107	PARKS & REC COMMISSIONER				Stipend of $50.00 per meeting.			
3509	PARKS PLANNING & DEVELOP MGR	Y	TMMBU	A	4,910.00	10,638.33	127,660.00	61.3750
				B	5,155.50	11,170.25	134,043.00	64.4438
				C	5,413.26	11,728.73	140,744.76	67.6658
				D	5,683.94	12,315.20	147,782.44	71.0493
				E	5,968.16	12,931.01	155,172.16	74.6020
3507	PARKS PROJECT COORDINATOR	Y	TMMBU	A	3,880.86	8,408.53	100,902.36	48.5108
				B	4,074.91	8,828.97	105,947.66	50.9364
				C	4,278.67	9,270.45	111,245.42	53.4834
				D	4,492.60	9,733.97	116,807.60	56.1575
				E	4,717.22	10,220.64	122,647.72	58.9653
3306	PLAN CHECK ENGINEER	Y	TMMBU	A	5,434.17	11,774.04	141,288.42	67.9271
				B	5,705.87	12,362.72	148,352.62	71.3234
				C	5,991.17	12,980.87	155,770.42	74.8896
				D	6,290.74	13,629.94	163,559.24	78.6343
				E	6,605.28	14,311.44	171,737.28	82.5660
5214	PLAN EXAMINER I		TEAMSTERS	A	3,736.61	8,095.99	97,151.86	46.7076
				B	3,923.49	8,500.90	102,010.74	49.0436
				C	4,119.65	8,925.91	107,110.90	51.4956
				D	4,325.61	9,372.16	112,465.86	54.0701

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				E	4,541.92	9,840.83	118,089.92	56.7740
5215	PLAN EXAMINER II		TEAMSTERS	A	4,119.72	8,926.06	107,112.72	51.4965
				B	4,325.75	9,372.46	112,469.50	54.0719
				C	4,542.01	9,841.02	118,092.26	56.7751
				D	4,769.10	10,333.05	123,996.60	59.6138
				E	5,007.60	10,849.80	130,197.60	62.5950
1106	PLANNING COMMISSIONER				Stipend of $50.00 per meeting.			
3517	PLANNING MANAGER	Y	TMMBU	A	5,539.09	12,001.36	144,016.34	69.2386
				B	5,816.04	12,601.42	151,217.04	72.7005
				C	6,106.85	13,231.51	158,778.10	76.3356
				D	6,412.19	13,893.08	166,716.94	80.1524
				E	6,732.81	14,587.76	175,053.06	84.1601
4506	PLANNING TECHNICIAN		TTSSEA	A	3,010.82	6,523.44	78,281.32	37.6353
				B	3,161.38	6,849.66	82,195.88	39.5173
				C	3,319.44	7,192.12	86,305.44	41.4930
				D	3,485.42	7,551.74	90,620.92	43.5678
				E	3,659.71	7,929.37	95,152.46	45.7464
9503	POLICE CADET		LIMITED SERVICE	A				21.4111
				B				22.4872
				C				23.6071
				D				24.7820
				E				26.0227
6212	POLICE CAPTAIN		TPMA	A	7,181.44	15,559.79	186,717.44	89.7680
				B	7,540.53	16,337.82	196,053.78	94.2566
				C	7,917.54	17,154.67	205,856.04	98.9693
				D	8,313.42	18,012.41	216,148.92	103.9178
				E	8,729.13	18,913.12	226,957.38	109.1141
1513	POLICE CHIEF	Y	DEPT HEAD	MIN	9,392.47	20,350.35	244,204.21	117.4059
				MAX	11,416.65	24,736.07	296,832.82	142.7081
4603	POLICE COMM RELATIONS COORD		TTSSEA	A	2,902.48	6,288.71	75,464.48	36.2810
				B	3,047.61	6,603.16	79,237.86	38.0951
				C	3,199.98	6,933.29	83,199.48	39.9998
				D	3,359.98	7,279.96	87,359.48	41.9998
				E	3,527.98	7,643.96	91,727.48	44.0998

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6103	POLICE CORPORAL		TPOA	A	4,433.97	9,606.94	115,283.22	55.4246
				B	4,655.68	10,087.31	121,047.68	58.1960
				C	4,888.46	10,591.66	127,099.96	61.1058
				D	5,132.90	11,121.28	133,455.40	64.1613
				E	5,389.56	11,677.38	140,128.56	67.3695
4604	POLICE HOMELESS OUTREACH COORD		TTSSEA	A	2,902.48	6,288.71	75,464.48	36.2810
				B	3,047.61	6,603.16	79,237.86	38.0951
				C	3,199.98	6,933.29	83,199.48	39.9998
				D	3,359.98	7,279.96	87,359.48	41.9998
				E	3,527.98	7,643.96	91,727.48	44.0998
9501	POLICE INTERN/PARKING ENFORCE		LIMITED SERVICE	A				21.4111
				B				22.4872
				C				23.6071
				D				24.7820
				E				26.0227
6211	POLICE LIEUTENANT		TPMA	A	6,215.37	13,466.64	161,599.62	77.6921
				B	6,526.13	14,139.95	169,679.38	81.5766
				C	6,852.45	14,846.98	178,163.70	85.6556
				D	7,195.07	15,589.32	187,071.82	89.9384
				E	7,554.82	16,368.78	196,425.32	94.4353
6102	POLICE OFFICER		TPOA	A	4,030.88	8,733.57	104,802.88	50.3860
				B	4,232.43	9,170.27	110,043.18	52.9054
				C	4,444.05	9,628.78	115,545.30	55.5506
				D	4,666.28	10,110.27	121,323.28	58.3285
				E	4,899.59	10,615.78	127,389.34	61.2449
6101	POLICE OFFICER TRAINEE		TPOA	A	3,505.01	7,594.19	91,130.26	43.8126
				B				0.0000
				C				0.0000
				D				0.0000
				E				0.0000
9517	POLICE RANGE MASTER		LIMITED SERVICE	A				34.2249
				B				35.9377
				C				37.7275
				D				39.6160
				E				41.5925

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4103	POLICE RECORDS ASSISTANT I		TTSSEA	A	2,474.08	5,360.51	64,326.08	30.9260
				B	2,597.81	5,628.59	67,543.06	32.4726
				C	2,727.70	5,910.02	70,920.20	34.0963
				D	2,864.05	6,205.44	74,465.30	35.8006
				E	3,007.26	6,515.73	78,188.76	37.5908
4104	POLICE RECORDS ASSISTANT II		TTSSEA	A	2,727.66	5,909.93	70,919.16	34.0958
				B	2,864.05	6,205.44	74,465.30	35.8006
				C	3,007.22	6,515.64	78,187.72	37.5903
				D	3,157.58	6,841.42	82,097.08	39.4698
				E	3,315.48	7,183.54	86,202.48	41.4435
3626	POLICE RECORDS SUPERVISOR	Y	TMMBU	A	3,546.21	7,683.46	92,201.46	44.3276
				B	3,723.53	8,067.65	96,811.78	46.5441
				C	3,909.70	8,471.02	101,652.20	48.8713
				D	4,105.19	8,894.58	106,734.94	51.3149
				E	4,310.43	9,339.27	112,071.18	53.8804
9551	POLICE RESERVE OFFICER		LIMITED SERVICE	A				44.5242
6105	POLICE SERGEANT		TPOA	A	4,981.78	10,793.86	129,526.28	62.2723
				B	5,230.89	11,333.60	136,003.14	65.3861
				C	5,492.46	11,900.33	142,803.96	68.6558
				D	5,767.07	12,495.32	149,943.82	72.0884
				E	6,055.41	13,120.06	157,440.66	75.6926
2712	POLICE SUPPORT OPERATIONS MGR	Y	CONF	A	6,298.32	13,646.36	163,756.32	78.7290
				B	6,613.25	14,328.71	171,944.50	82.6656
				C	6,943.89	15,045.10	180,541.14	86.7986
				D	7,291.08	15,797.34	189,568.08	91.1385
				E	7,655.64	16,587.22	199,046.64	95.6955
4701	POLICE SUPPORT SERVICES TECH		TTSSEA	A	3,010.82	6,523.44	78,281.32	37.6353
				B	3,161.38	6,849.66	82,195.88	39.5173
				C	3,319.44	7,192.12	86,305.44	41.4930
				D	3,485.42	7,551.74	90,620.92	43.5678
				E	3,659.71	7,929.37	95,152.46	45.7464
9638	POOL MANAGER		LIMITED SERVICE	A				23.3986
				B				24.5734
				C				25.7922

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				D				27.0879
				E				28.4383
9533	PROFESS STANDARDS OFFICER		LIMITED SERVICE	A				57.0415
				B				59.8963
				C				62.8938
				D				66.0341
				E				69.3391
9110	PROGRAM ASSISTANT		LIMITED SERVICE	MIN				17.0191
				MAX				28.3505
9231	PROJECT SPECIALIST I		LIMITED SERVICE	MIN				17.0191
				MAX				54.9113
9232	PROJECT SPECIALIST II		LIMITED SERVICE	MIN				54.9223
				MAX				154.8079
5518	PROPERTY & EVIDENCE TECHNICIAN		TEAMSTERS	A	2,668.20	5,781.10	69,373.20	33.3525
				B	2,801.60	6,070.13	72,841.60	35.0200
				C	2,941.69	6,373.66	76,483.94	36.7711
				D	3,088.77	6,692.34	80,308.02	38.6096
				E	3,243.20	7,026.93	84,323.20	40.5400
2585	PUBLIC INFORMATION OFFICER	Y	CONF	A	4,362.25	9,451.54	113,418.50	54.5281
				B	4,580.37	9,924.14	119,089.62	57.2546
				C	4,809.37	10,420.30	125,043.62	60.1171
				D	5,049.86	10,941.36	131,296.36	63.1233
				E	5,302.36	11,488.45	137,861.36	66.2795
3623	PUBLIC SAFETY DISPATCH SUPER	Y	TMMBU	A	4,115.19	8,916.25	106,994.94	51.4399
				B	4,320.95	9,362.06	112,344.70	54.0119
				C	4,537.02	9,830.21	117,962.52	56.7128
				D	4,763.86	10,321.70	123,860.36	59.5483
				E	5,002.06	10,837.80	130,053.56	62.5258
5502	PUBLIC SAFETY DISPATCHER I		TEAMSTERS	A	3,082.55	6,678.86	80,146.30	38.5319
				B	3,236.66	7,012.76	84,153.16	40.4583
				C	3,398.48	7,363.37	88,360.48	42.4810
				D	3,568.40	7,731.53	92,778.40	44.6050
				E	3,746.85	8,118.18	97,418.10	46.8356

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5503	PUBLIC SAFETY DISPATCHER II		TEAMSTERS	A	3,391.61	7,348.49	88,181.86	42.3951
				B	3,561.17	7,715.87	92,590.42	44.5146
				C	3,739.24	8,101.69	97,220.24	46.7405
				D	3,926.19	8,506.75	102,080.94	49.0774
				E	4,122.51	8,932.11	107,185.26	51.5314
9512	PUBLIC SAFETY DISPATCH-PERDIEM		LIMITED SERVICE	A				36.3550
				B				38.1777
				C				40.0883
				D				42.0866
				E				44.1948
3214	REAL PROPERTY AGENT	Y	TMMBU	A	3,880.86	8,408.53	100,902.36	48.5108
				B	4,074.91	8,828.97	105,947.66	50.9364
				C	4,278.67	9,270.45	111,245.42	53.4834
				D	4,492.60	9,733.97	116,807.60	56.1575
				E	4,717.22	10,220.64	122,647.72	58.9653
9631	RECREATION LEADER I		LIMITED SERVICE	A				17.0191
				B				17.8701
				C				18.7637
				D				19.7017
				E				20.6868
9632	RECREATION LEADER II		LIMITED SERVICE	A				20.6316
				B				21.6637
				C				22.7507
				D				23.8817
				E				25.0785
9633	RECREATION LEADER III		LIMITED SERVICE	A				23.3986
				B				24.5734
				C				25.7922
				D				27.0879
				E				28.4383
4401	RECREATION PROGRAM COORD		TTSSEA	A	2,902.48	6,288.71	75,464.48	36.2810
				B	3,047.61	6,603.16	79,237.86	38.0951
				C	3,199.98	6,933.29	83,199.48	39.9998
				D	3,359.98	7,279.96	87,359.48	41.9998
				E	3,527.98	7,643.96	91,727.48	44.0998

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3513	RECREATION SERVICES MANAGER	Y	TMMBU	A	4,616.86	10,003.20	120,038.36	57.7108
				B	4,847.73	10,503.42	126,040.98	60.5966
				C	5,090.11	11,028.57	132,342.86	63.6264
				D	5,344.63	11,580.03	138,960.38	66.8079
				E	5,611.85	12,159.01	145,908.10	70.1481
3505	RECREATION SERVICES SUPERVISOR	Y	TMMBU	A	4,197.17	9,093.87	109,126.42	52.4646
				B	4,407.03	9,548.57	114,582.78	55.0879
				C	4,627.39	10,026.01	120,312.14	57.8424
				D	4,858.75	10,527.29	126,327.50	60.7344
				E	5,101.69	11,053.66	132,643.94	63.7711
9626	RECREATION SPECIALIZED INSTR		LIMITED SERVICE	MIN				17.0191
				MAX				58.4249
4113	SENIOR ACCOUNT CLERK		TTSSEA	A	2,698.49	5,846.73	70,160.74	33.7311
				B	2,833.40	6,139.03	73,668.40	35.4175
				C	2,975.09	6,446.03	77,352.34	37.1886
				D	3,123.84	6,768.32	81,219.84	39.0480
				E	3,280.02	7,106.71	85,280.52	41.0003
3105	SENIOR ACCOUNTANT	Y	TMMBU	A	4,361.63	9,450.20	113,402.38	54.5204
				B	4,579.73	9,922.75	119,072.98	57.2466
				C	4,808.71	10,418.87	125,026.46	60.1089
				D	5,049.15	10,939.83	131,277.90	63.1144
				E	5,301.61	11,486.82	137,841.86	66.2701
4202	SENIOR ACCOUNTING TECHNICIAN		TTSSEA	A	3,499.13	7,581.45	90,977.38	43.7391
				B	3,674.10	7,960.55	95,526.60	45.9263
				C	3,857.82	8,358.61	100,303.32	48.2228
				D	4,050.71	8,776.54	105,318.46	50.6339
				E	4,253.26	9,215.40	110,584.76	53.1658
5525	SENIOR ANIMAL SERVICES OFFICER		TEAMSTERS	A	2,814.17	6,097.37	73,168.42	35.1771
				B	2,954.89	6,402.26	76,827.14	36.9361
				C	3,102.62	6,722.34	80,668.12	38.7828
				D	3,257.76	7,058.48	84,701.76	40.7220
				E	3,420.66	7,411.43	88,937.16	42.7583
5323	SENIOR BLDG MAINT WORKER		TEAMSTERS	A	3,092.40	6,700.20	80,402.40	38.6550
				B	3,247.00	7,035.17	84,422.00	40.5875
				C	3,409.34	7,386.90	88,642.84	42.6168

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				D	3,579.83	7,756.30	93,075.58	44.7479
				E	3,758.84	8,144.15	97,729.84	46.9855
3304	SENIOR CIVIL ENGINEER	Y	TMMBU	A	5,434.32	11,774.36	141,292.32	67.9290
				B	5,706.03	12,363.07	148,356.78	71.3254
				C	5,991.34	12,981.24	155,774.84	74.8918
				D	6,290.91	13,630.31	163,563.66	78.6364
				E	6,605.46	14,311.83	171,741.96	82.5683
5228	SENIOR CONSTRUCTION INSPECTOR		TEAMSTERS	A	4,214.30	9,130.98	109,571.80	52.6788
				B	4,425.02	9,587.54	115,050.52	55.3128
				C	4,646.27	10,066.92	120,803.02	58.0784
				D	4,878.58	10,570.26	126,843.08	60.9823
				E	5,122.51	11,098.77	133,185.26	64.0314
5315	SENIOR EQUIPMENT MECHANIC		TEAMSTERS	A	3,409.30	7,386.82	88,641.80	42.6163
				B	3,579.74	7,756.10	93,073.24	44.7468
				C	3,758.73	8,143.92	97,726.98	46.9841
				D	3,946.67	8,551.12	102,613.42	49.3334
				E	4,143.99	8,978.65	107,743.74	51.7999
4208	SENIOR INFO SYSTEMS TECHNICIAN		TTSSEA	A	3,613.34	7,828.90	93,946.84	45.1668
				B	3,794.02	8,220.38	98,644.52	47.4253
				C	3,983.72	8,631.39	103,576.72	49.7965
				D	4,182.92	9,062.99	108,755.92	52.2865
				E	4,392.05	9,516.11	114,193.30	54.9006
5428	SENIOR LABORATORY TECHNICIAN		TEAMSTERS	A	3,366.30	7,293.65	87,523.80	42.0788
				B	3,534.61	7,658.32	91,899.86	44.1826
				C	3,711.34	8,041.24	96,494.84	46.3918
				D	3,896.91	8,443.31	101,319.66	48.7114
				E	4,091.76	8,865.48	106,385.76	51.1470
9637	SENIOR LIFEGUARD		LIMITED SERVICE	A				20.6316
				B				21.6637
				C				22.7507
				D				23.8817
				E				25.0785
5305	SENIOR MAINTENANCE WORKER		TEAMSTERS	A	2,893.36	6,268.95	75,227.36	36.1670
				B	3,038.01	6,582.36	78,988.26	37.9751
				C	3,189.91	6,911.47	82,937.66	39.8739

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				D	3,349.42	7,257.08	87,084.92	41.8678
				E	3,516.87	7,619.89	91,438.62	43.9609
3203	SENIOR PLANNER	Y	TMMBU	A	4,658.47	10,093.35	121,120.22	58.2309
				B	4,891.39	10,598.01	127,176.14	61.1424
				C	5,135.98	11,127.96	133,535.48	64.1998
				D	5,392.78	11,684.36	140,212.28	67.4098
				E	5,662.41	12,268.56	147,222.66	70.7801
4410	SENIOR POLICE RECORDS ASSNT		TTSSEA	A	3,007.27	6,515.75	78,189.02	37.5909
				B	3,157.68	6,841.64	82,099.68	39.4710
				C	3,315.51	7,183.61	86,203.26	41.4439
				D	3,481.30	7,542.82	90,513.80	43.5163
				E	3,655.34	7,919.90	95,038.84	45.6918
5520	SENIOR PROP & EVIDENCE TECH		TEAMSTERS	A	2,935.01	6,359.19	76,310.26	36.6876
				B	3,081.76	6,677.15	80,125.76	38.5220
				C	3,235.85	7,011.01	84,132.10	40.4481
				D	3,397.63	7,361.53	88,338.38	42.4704
				E	3,567.52	7,729.63	92,755.52	44.5940
5504	SENIOR PUBLIC SAFETY DISPATCH		TEAMSTERS	A	3,739.07	8,101.32	97,215.82	46.7384
				B	3,926.03	8,506.40	102,076.78	49.0754
				C	4,122.32	8,931.69	107,180.32	51.5290
				D	4,328.45	9,378.31	112,539.70	54.1056
				E	4,544.89	9,847.26	118,167.14	56.8111
5416	SENIOR UT MECHANIC		TEAMSTERS	A	3,939.51	8,535.61	102,427.26	49.2439
				B	4,136.49	8,962.40	107,548.74	51.7061
				C	4,343.31	9,410.51	112,926.06	54.2914
				D	4,560.48	9,881.04	118,572.48	57.0060
				E	4,788.50	10,375.08	124,501.00	59.8563
5356	SENIOR UTILITIES WORKER		TEAMSTERS	A	3,038.57	6,583.57	79,002.82	37.9821
				B	3,190.36	6,912.45	82,949.36	39.8795
				C	3,349.79	7,257.88	87,094.54	41.8724
				D	3,517.79	7,621.88	91,462.54	43.9724
				E	3,692.50	8,000.42	96,005.00	46.1563
9109	SUMMER STUDENT INTERN		LIMITED SERVICE	A				17.0191
3343	SUPERVISING BUILDING INSP	Y	TMMBU	A	4,463.66	9,671.26	116,055.16	55.7958

CITY OF TRACY

City of Tracy
Master Salary Schedule

Effective 02/22/2026

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
				B	4,686.81	10,154.76	121,857.06	58.5851
				C	4,921.15	10,662.49	127,949.90	61.5144
				D	5,167.22	11,195.64	134,347.72	64.5903
				E	5,425.60	11,755.47	141,065.60	67.8200
3345	SUPERVISING CONSTRUCTION INSP	Y	TMMBU	A	4,635.73	10,044.08	120,528.98	57.9466
				B	4,867.51	10,546.27	126,555.26	60.8439
				C	5,110.89	11,073.60	132,883.14	63.8861
				D	5,366.43	11,627.27	139,527.18	67.0804
				E	5,634.75	12,208.63	146,503.50	70.4344
3117	SYSTEM ADMINISTRATOR	Y	TMMBU	A	4,057.86	8,792.03	105,504.36	50.7233
				B	4,260.74	9,231.60	110,779.24	53.2593
				C	4,473.78	9,693.19	116,318.28	55.9223
				D	4,697.48	10,177.87	122,134.48	58.7185
				E	4,932.35	10,686.76	128,241.10	61.6544
9361	THEATRE TECHNICIAN (H)		LIMITED SERVICE	A				32.6218
				B				34.2469
				C				35.9598
				D				37.7605
				E				39.6491
4420	TRANSIT COORDINATOR		TTSSEA	A	2,902.48	6,288.71	75,464.48	36.2810
				B	3,047.61	6,603.16	79,237.86	38.0951
				C	3,199.98	6,933.29	83,199.48	39.9998
				D	3,359.98	7,279.96	87,359.48	41.9998
				E	3,527.98	7,643.96	91,727.48	44.0998
3515	TRANSIT MANAGER	Y	TMMBU	A	4,520.53	9,794.48	117,533.78	56.5066
				B	4,746.54	10,284.17	123,410.04	59.3318
				C	4,983.88	10,798.41	129,580.88	62.2985
				D	5,233.06	11,338.30	136,059.56	65.4133
				E	5,494.70	11,905.18	142,862.20	68.6838
1109	TRANSPORT COMMISSIONER				Stipend of $50.00 per meeting.			
3426	UTILITIES LABORATORY SUPTNDT	Y	TMMBU	A	4,689.30	10,160.15	121,921.80	58.6163
				B	4,923.78	10,668.19	128,018.28	61.5473
				C	5,169.96	11,201.58	134,418.96	64.6245
				D	5,428.47	11,761.69	141,140.22	67.8559
				E	5,699.87	12,349.72	148,196.62	71.2484

CITY OF TRACY

City of Tracy
Master Salary Schedule

Effective 02/22/2026

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3417	UTILITIES LABORATORY SUPV	Y	TMMBU	A	4,135.12	8,959.43	107,513.12	51.6890
				B	4,341.87	9,407.39	112,888.62	54.2734
				C	4,558.97	9,877.77	118,533.22	56.9871
				D	4,786.92	10,371.66	124,459.92	59.8365
				E	5,026.27	10,890.25	130,683.02	62.8284
3403	UTILITIES LINE MAINT SPRNTNDNT	Y	TMMBU	A	4,777.77	10,351.84	124,222.02	59.7221
				B	5,016.65	10,869.41	130,432.90	62.7081
				C	5,267.49	11,412.90	136,954.74	65.8436
				D	5,530.85	11,983.51	143,802.10	69.1356
				E	5,807.39	12,582.68	150,992.14	72.5924
5350	UTILITIES WORKER I		TEAMSTERS	A	2,171.78	4,705.52	56,466.28	27.1473
				B	2,280.62	4,941.34	59,296.12	28.5078
				C	2,394.21	5,187.46	62,249.46	29.9276
				D	2,514.49	5,448.06	65,376.74	31.4311
				E	2,641.45	5,723.14	68,677.70	33.0181
5353	UTILITIES WORKER II		TEAMSTERS	A	2,758.88	5,977.57	71,730.88	34.4860
				B	2,897.31	6,277.51	75,330.06	36.2164
				C	3,041.44	6,589.79	79,077.44	38.0180
				D	3,194.17	6,920.70	83,048.42	39.9271
				E	3,353.61	7,266.16	87,193.86	41.9201
3423	UTILITY MAINTAINANCE SPRNTNDNT	Y	TMMBU	A	4,866.20	10,543.43	126,521.20	60.8275
				B	5,109.51	11,070.61	132,847.26	63.8689
				C	5,364.99	11,624.15	139,489.74	67.0624
				D	5,633.23	12,205.33	146,463.98	70.4154
				E	5,914.89	12,815.60	153,787.14	73.9361
3419	UTILITY MAINTENANCE SUPERVISOR	Y	TMMBU	A	4,333.47	9,389.19	112,670.22	54.1684
				B	4,550.13	9,858.62	118,303.38	56.8766
				C	4,777.65	10,351.58	124,218.90	59.7206
				D	5,016.52	10,869.13	130,429.52	62.7065
				E	5,267.36	11,412.61	136,951.36	65.8420
5411	UTILITY MECHANIC I		TEAMSTERS	A	3,250.28	7,042.27	84,507.28	40.6285
				B	3,412.78	7,394.36	88,732.28	42.6598
				C	3,583.42	7,764.08	93,168.92	44.7928
				D	3,762.59	8,152.28	97,827.34	47.0324
				E	3,950.71	8,559.87	102,718.46	49.3839

CITY OF TRACY

City of Tracy
Master Salary Schedule

Effective 02/22/2026

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5412	UTILITY MECHANIC II		TEAMSTERS	A	3,581.36	7,759.61	93,115.36	44.7670
				B	3,760.44	8,147.62	97,771.44	47.0055
				C	3,948.45	8,554.98	102,659.70	49.3556
				D	4,145.88	8,982.74	107,792.88	51.8235
				E	4,353.18	9,431.89	113,182.68	54.4148
5404	UTILITY OPERATOR		TEAMSTERS	A	4,382.04	9,494.42	113,933.04	54.7755
				B	4,601.09	9,969.03	119,628.34	57.5136
				C	4,831.16	10,467.51	125,610.16	60.3895
				D	5,072.73	10,990.92	131,890.98	63.4091
				E	5,326.36	11,540.45	138,485.36	66.5795
3422	WASTEWATER OP SUPERINTENDENT	Y	TMMBU	A	4,866.20	10,543.43	126,521.20	60.8275
				B	5,109.51	11,070.61	132,847.26	63.8600
				C	5,364.96	11,624.08	139,488.96	67.0620
				D	5,633.21	12,205.29	146,463.46	70.4151
				E	5,914.87	12,815.55	153,786.62	73.9359
5405	WASTEWATER TREAT PLANT OP I		TEAMSTERS	A	3,080.45	6,674.31	80,091.70	38.5056
				B	3,234.46	7,008.00	84,095.96	40.4308
				C	3,396.18	7,358.39	88,300.68	42.4523
				D	3,566.00	7,726.33	92,716.00	44.5750
				E	3,744.31	8,112.67	97,352.06	46.8039
5406	WASTEWATER TREAT PLANT OP II		TEAMSTERS	A	3,396.29	7,358.63	88,303.54	42.4536
				B	3,566.07	7,726.49	92,717.82	44.5759
				C	3,744.37	8,112.80	97,353.62	46.8046
				D	3,931.62	8,518.51	102,222.12	49.1453
				E	4,128.21	8,944.46	107,333.46	51.6026
5407	WASTEWATER TREAT PLANT OP III		TEAMSTERS	A	3,737.52	8,097.96	97,175.52	46.7190
				B	3,924.34	8,502.74	102,032.84	49.0543
				C	4,120.58	8,927.92	107,135.08	51.5073
				D	4,326.63	9,374.37	112,492.38	54.0829
				E	4,542.95	9,843.06	118,116.70	56.7869
3421	WATER OPS SUPERINTENDENT	Y	TMMBU	A	4,824.12	10,452.26	125,427.12	60.3015
				B	5,065.31	10,974.84	131,698.06	63.3164
				C	5,318.59	11,523.61	138,283.34	66.4824
				D	5,584.51	12,099.77	145,197.26	69.8064
				E	5,863.73	12,704.75	152,456.98	73.2966

FEBRUARY 2026
FLSA: Non-Exempt
CLASS CODE: 5524
BARGAINING UNIT: TEAMSTERS

ANIMAL SERVICE ASSISTANT

DEFINITION

Under direct supervision, cleans and maintains the City's animal shelter facility; feeds, monitors and handles domestic, livestock, or wildlife animals held at the shelter; assists the public in locating and handling animals; assists Animal Control Officers in running the shelter, as necessary; performs general clerical functions; and performs related duties, as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives direct supervision from assigned supervisory or managerial personnel. Exercises no direct supervision over staff. May provide direction to volunteers, community service workers or temporary staff.

CLASS CHARACTERISTICS

This is an entry-level classification that performs a variety of duties related to the care of animals and the maintenance and cleaning of City animal shelter facilities. Initially under close supervision, incumbents with basic experience learn City systems, operations, practices, and procedures. As experience is gained, assignments become more varied and are performed with greater independence. Assignments may vary with the skill and training of the incumbent. This class is distinguished from the Animal Services Officer in that the latter class has responsibility for enforcing state and local laws related to the control of animals and is empowered with limited peace officer authority in the conduct of official duties.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

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

- Receives stray, unwanted, and other domestic animals, livestock, or wildlife at the City animal shelter from Animal Service Officers and the public.
- Monitors animals for signs of illness or injury and reports symptoms to appropriate staff.
- Administers basic medications, vaccinations, or treatments as directed by supervisor or veterinarian.
- Identifies behavioral triggers and stressors in animals; develops and implements basic behavior modification or enrichment plans to improve adoptability and well-being.
- Applies basic animal training techniques, including positive reinforcement, desensitization, and socialization, to support behavior management.
- Places animals in appropriate shelter areas according to species and special requirements, such as court-ordered quarantine or isolation pending identification of diseases.
- Scrapes, washes, disinfects, and dries kennel runs; cleans, changes, and disinfects cage linings.
- Feeds and provides water for animals; bathes animals and performs related animal grooming and care.
- Transports sick/injured animals to veterinarian as needed.
- Provides effective customer service; explains shelter policies and procedures.
- Assists the public in claiming lost animals or selecting pets for adoption.
- Assists in maintaining records and completes forms regarding the location, care, feeding, and disposition of shelter animals.
- Euthanizes animals by injection and disposes of unclaimed, sick, injured or aged animals..
- Stocks animal food and shelter supplies and maintains inventory.
- Performs general clerical work as required.

- Performs other related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Basic health and safety issues related to handling and caring for animals.
- Basic species and breed identification of a variety of domestic and common wild animals.
- Symptoms and behavior associated with rabies and other common diseases of animals.
- Safe and humane animal restraint and handling techniques.
- Principles of animal behavior, enrichment, and stress reduction.
- Methods and techniques of animal capture.
- Basic animal training and behavior modification techniques, including positive reinforcement and socialization methods.
- General custodial and grounds keeping methods and equipment.
- Techniques for providing a high level of customer service effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination.
- Computers and software programs (e.g., Microsoft software packages) to conduct, compile, and/or generate documentation.

Ability to:

- Handle animals humanely and effectively under stressful circumstances.
- Respond calmly and effectively in an emergency situation.
- Recognize and assess behavioral issues and implement behavior modification or enrichment plans under supervision.
- Apply positive reinforcement and other basic training methods to improve animal behavior and adoption potential.
- Prepare accurate and complete records.
- Perform basic mathematical computations with accuracy.
- Learn to operate various equipment and tools used in shelter operations.
- Understand, interpret, and apply pertinent laws, codes, regulations, policies, and procedures, and standards relevant to the shelter operations and care, keeping, treatment, and impounding of animals.
- Learn and understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Effectively use computer systems, software applications, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

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

Equivalent to graduation from the twelfth (12^{th}) grade and one (1) year of experience working with animals in a humane care setting or other experience providing a basic understanding of animal care and handling. Experience in animal behavior assessment or basic animal training is highly desirable. Graduation from a Veterinarian Technician program may be substituted for the required experience.

Licenses and Certifications:

- Possession of, or the ability to obtain, a valid Class C California driver's license upon appointment.
- Possession of California Animal Control Directors Association (C.A.C.D.A) approved Humane Euthanasia Certificate within six (6) months of appointment.
- May be required to complete National Incident Management System (NIMS) Training.

PHYSICAL DEMANDS

Must possess mobility to work in a standard animal control facility and office setting, to use standard office equipment, including a computer, and to walk on uneven terrain; strength, stamina, and mobility to perform medium physical work; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. Incumbents are primarily assigned to an animal control facility with frequent standing in work areas and walking between work areas. Wrist flexion and lateral rotation are necessary in combination with grasping to handle a snare and leash. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 50 pounds, or heavier weights with the use of proper equipment and assistance from other staff.

ENVIRONMENTAL CONDITIONS

Employees primarily work in an animal control facility with exposure to loud noise levels and may be exposed to animal hair, dust, and potentially hazardous physical substances. Work involves potential exposure to wild, dangerous, and/or diseased animals, animals known to cause allergies, animal waste, and animal bites. Employees may interact with upset residents and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

May be required to be on-call and to work various shifts on evenings, weekends, and holidays.

DISASTER SERVICE WORKER

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

CITY OF TRACY

City of Tracy
Master Salary Schedule

Effective 02/22/2026

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
9351	WATER PATROL AIDE (H)		LIMITED SERVICE	A				19.4347
				B				20.4120
				C				21.4222
				D				22.4982
				E				23.6182
3415	WATER RESOURCES&COMPLIANCE MGR	Y	TMMBU	A	4,520.53	9,794.48	117,533.78	56.5066
				B	4,746.54	10,284.17	123,410.04	59.3318
				C	4,983.88	10,798.41	129,580.88	62.2985
				D	5,233.06	11,338.30	136,059.56	65.4133
				E	5,494.70	11,905.18	142,862.20	68.6838
5401	WATER TREATMENT PLANT OPER I		TEAMSTERS	A	3,281.99	7,110.98	85,331.74	41.0249
				B	3,446.09	7,466.53	89,598.34	43.0761
				C	3,618.38	7,839.82	94,077.88	45.2298
				D	3,799.30	8,231.82	98,781.80	47.4913
				E	3,989.25	8,643.38	103,720.50	49.8656
5402	WATER TREATMENT PLANT OPER II		TEAMSTERS	A	3,618.48	7,840.04	94,080.48	45.2310
				B	3,799.40	8,232.03	98,784.40	47.4925
				C	3,989.38	8,643.66	103,723.88	49.8673
				D	4,188.83	9,075.80	108,909.58	52.3604
				E	4,398.27	9,529.59	114,355.02	54.9784
5403	WATER TREATMENT PLANT OPER III		TEAMSTERS	A	3,982.02	8,627.71	103,532.52	49.7753
				B	4,181.12	9,059.09	108,709.12	52.2640
				C	4,390.19	9,512.08	114,144.94	54.8774
				D	4,609.69	9,987.66	119,851.94	57.6211
				E	4,840.16	10,487.01	125,844.16	60.5020

Prepared by: Judy Carlos, Human Resources Analyst

Reviewed by: Kimberly Murdaugh, Director of Human Resources
Sara Castro, Director of Finance
Arturo M. Sanchez, Assistant City Manager
David Nefouse, City Attorney

Approved by: Midori Lichtwardt, City Manager

Attachments:

A. Master Salary Schedule Effective 02/22/2026
B. Animal Services Assistant Job Description
C. Cross Connection Specialist Job Description

February 2026
FLSA: Non-Exempt
CLASS CODE:
BARGAINING UNIT: TMMBU

CROSS CONNECTION CONTROL SPECIALIST

DEFINITION

Under general direction, coordinates and administers various day-to-day activities related to the City's Cross Connection Control Program, including plans, schedules, assigns, reviews, and participates in the work of staff responsible for providing testing and certification of back-flow prevention assemblies; maintains the City's backflow prevention device database; conducts cross-connection surveys and inspections to meet local and State requirements; oversee the testing of new mains in accordance with state requirements; provide technical and functional program support to the division; and performs related duties, as assigned.

SUPERVISION RECEIVED AND EXERCISED

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

CLASS CHARACTERISTICS

This is a professional class that performs the full range of duties related to the day-to-day administration of the City's Cross Connection Control Program. The incumbent is designated as the Cross Connection Control Coordinator in accordance with the State Water Resource Control Board Cross Connection Control Handbook, and the City's ordinances and standards. Is also responsible for planning, organizing, supervising, reviewing, and evaluating the work of staff providing cross-connection support related to the Cross Connection Control Program and is expected to work independently and apply breadth and depth of knowledge in cross-connection and back-flow prevention procedures and regulations. Successful performance of the work requires the frequent use of tact, discretion, and independent judgment, knowledge of departmental and City activities, and extensive staff, public, and organizational contact. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

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

- Coordinate and administer the City's Cross Connection Control Program.
- Manages, investigates, and documents all water quality customer complaints.
- Plans, organizes, assigns, supervises, and reviews the work of staff responsible for maintaining an annual backflow testing and maintenance schedule and monthly

notification program; coordinating the testing, maintenance and repair of backflow prevention devices; communicating with testing contractors to investigate devices that have failed or have not been tested; issuing enforcement letters; and initiate water shut off procedures, as necessary.

- Participates in the development and implementation of goals, objectives, policies, and priorities for assigned services and programs; identifies resource needs; recommends and implements policies and procedures, including standard operating procedures.
- Evaluates employee performance, counsels employees, and effectively recommends initial disciplinary action; assists in selection and promotion.
- Trains staff in work and procedures and in the operation and use of backflow prevention devices; implements procedures and standards.
- Monitors operations and activities of assigned staff; recommends improvements and modifications and prepares various reports on operations and activities.
- Inspects work in progress and completed work of assigned employees for accuracy, proper work methods, techniques, and compliance with applicable standards and specifications.
- Identifies opportunities for improving service delivery methods and procedures; provides recommendations concerning process changes; reviews with appropriate management staff; implements improvements.
- Performs the most complex backflow and cross connection control duties and provides technical assistance to assigned staff.
- Monitors and controls supply and equipment; orders supplies and equipment as necessary; prepares documents for equipment procurement.
- Oversees and participates in assembling and compiling information for a variety of departmental, State mandated, and statistical reports, including verifying accuracy and completion of prevention assemblies, locations, inspections, and testing.
- Prepares and presents staff reports, presentations, and other necessary correspondence; participates in community meetings as necessary.
- Consult with, and explain cross connection control requirements, to property owners, managers, contractors, government agencies and the public.
- Maintain and administer the City of Tracy list of certified backflow assembly testers.
- Monitors changes in regulations and technology that may affect operations; implements policy and procedural changes after approval.
- Attends and participates in professional group meetings; stays abreast of new trends and innovations related to cross connection control services; research emerging products and enhancements and their applicability to City needs.
- Provides general information regarding department policies, procedures, and regulations, including responding appropriately to complaints, requests for information, and requests for service in person and by telephone, forwarding written complaints against personnel, and coordinating work with other City departments.
- Performs other related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles and practices of employee supervision, including work planning, assignment, review and evaluation, discipline, and the training of staff in work procedures.
- Principles and practices of leadership.
- Applicable Federal, State and local laws, ordinances, regulations, and guidelines relevant to recycled water and cross-connection control regulations, including shut down tests.
- Operations, services, and activities of a cross-connection control program.
- Principles, practices, and techniques of cross-connections.
- Basic principles and practices of budget administration and accountability.
- Materials, methods, techniques, and terminology used in the implementation and enforcement of cross-connection control of potable and recycled water systems.
- Use, testing, and operation of backflow prevention devices.
- Business letter writing and the standard format for reports and correspondence.
- Business arithmetic and basic statistical techniques.
- Record keeping principles and procedures.
- Principles and practices of data collection and report preparation.
- Techniques for providing a high level of customer service effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination.
- Computers and software programs (e.g., Microsoft software packages) to conduct, compile, and/or generate documentation.

Ability to:

- Lead, implement, and administer a cross-connection program in accordance with the State Water Resource Control Board Cross Connection Control Handbook, and the City's ordinances and standards.
- Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner.
- Recommend and implement goals, objectives, policies, and procedures for providing cross-connection control program services and activities.
- Analyze, interpret, apply, explain, and ensure compliance with applicable Federal, State, and local policies, procedures, laws, and regulations.
- Identify problems, research and analyze relevant information, and develop and present recommendations and justification for solutions.
- Perform the most difficult back-flow prevention assemblies and operate related equipment, tools, and materials properly .
- Develop cost estimates for supplies, tools, and equipment.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Prepare clear and concise reports, correspondence, procedures, and other written materials.
- Maintain accurate records and files of work performed.

- Make accurate arithmetic, financial, and statistical computations.
- Establish and maintain a variety of manual and computerized record keeping systems.
- Effectively representing the department and the City in meetings with governmental agencies; community groups; various business, professional, and regulatory organizations; and in meetings with individuals.
- Learn and understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Effectively use computer systems, software applications, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

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

Equivalent to an associate's degree with major course work in a related field such as natural resource or utility management, environmental science, biological or physical science, engineering, or planning, and three (3) years of increasingly responsible cross-connection control survey/inspection experience.

Licenses and Certifications:
- Possession of, or the ability to obtain, a valid Class C California driver's license upon appointment.
- May be required to complete National Incident Management System (NIMS) Training.
- Possession of a Backflow Prevention Assembly General Tester Certificate from the American Water Works Association is required at time of application.
- Possession of a Cross-Connection Control Program Specialist Certificate from the American Water Works Association is required at time of application.
- Possession and continued maintenance of a Grade D1 Water Distribution Operator Certificate from the State Water Resources Control Board is required within six (6) months of hire.

PHYSICAL DEMANDS

When assigned to an office environment, must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in

person and over the telephone; ability to stand and walk between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information.

When assigned to field inspection, must possess mobility to work in changing site conditions; possess the strength, stamina, and mobility to perform light to medium physical work; to sit, stand, and walk on level, uneven, or slippery surfaces; to reach, twist, turn, kneel, and bend, to climb and descend ladders; and to operate a motor vehicle and visit various City sites; vision to inspect site conditions and work in progress. The job involves fieldwork requiring frequent walking in operational areas to identify problems or hazards, with exposure to hazardous materials in some site locations. Employees must possess the ability to lift, carry, push, and pull materials and objects averaging a weight of 50 pounds, or heavier weights, in all cases with the use of proper equipment and/or assistance from other staff.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees also work in the field and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

N/A

DISASTER SERVICE WORKER

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

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

AUTHORIZING THE FOLLOWING AMENDMENTS TO THE CITY'S CLASSIFICATION AND COMPENSATION PLAN AND MASTER SALARY SCHEDULE:

(1) ESTABLISH THE CLASSIFICATION AND SALARY RANGES FOR ANIMAL SERVICES ASSISTANT AND CROSS CONNECTION SPECIALIST

(2) REALLOCATE THE CURRENT ALLOCATIONS OF ANIMAL SERVICES AIDE TO ANIMAL SERVICES ASSISTANT AND RECLASSIFY THE INCUMBENTS

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

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

WHEREAS, to support the growing demands and needs of the animal shelter by creating a new classification titled Animal Services Assistant and reclassifying current incumbents from Animal Services Aide to Animal Services Assistant to allow better support of the division goals; and

WHEREAS, to achieve compliance with State mandates and ensure the protection of the City's potable water system, staff recommends the creation of a new classification titled Cross Connection Control Specialist; and

WHEREAS, the Public Employees' Retirement Law governs the California Public Employees Retirement System (CalPERS) codified in Title 2 of the California Code of Regulations. Section 570.5 of the California Code of Regulations requires the City Council to approve the rate of pay or classification titles in a publicly available pay schedule for employees who are members of CalPERS; and

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

RESOLVED: That the City Council of the City of Tracy hereby finds and determines that the foregoing recitals are true and correct and are hereby incorporated herein as findings and determinations of the City; and be it further

RESOLVED: That the City Council hereby authorizes amendments to the City's Classification and Compensation Plans and Master Salary Schedule, as set forth in the Proposed Master Salary Schedule shown in Attachment A; and be it further

RESOLVED: That the Proposed Master Salary Schedule shall become effective February 22, 2026.

* * * * * * * * * * * * * *

The foregoing Resolution 2026-_____ was adopted by the Tracy City Council on_____, 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:_____
APRIL B.A. QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

February 17, 2026

Agenda Item 1.E

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving (1) the execution of a Master Professional Services Agreement for On-Call Roadway and Utility Design Services with CSG Consultants, Inc., a California Corporation, for an initial term of three years, with a retroactive effective date as of January 6, 2026, for a total not-to-exceed amount of $600,000 per fiscal year, and (2) authorizing two administrative options to extend for a one-year term each.

EXECUTIVE SUMMARY

This agenda item seeks the adoption of a resolution approving Master Professional Services Agreement (MPSA) with CSG Consultants, Inc., a California Corporation, (Consultant) for services for on-call utility design services. This MPSA (Attachment A) will be for an initial term of three years, with a retroactive effective date as of January 6, 2026, and for a total not-to-exceed amount of $600,000 per fiscal year. Staff is also requesting authorization for two administrative options to extend for one-year terms, based on performance, if needed. The Consultant has been selected from an On-Call List approved pursuant to Resolution No. 2024-084. Staff has successfully worked with the Consultant on several engineering projects and is seeking to utilize their skills to further benefit the City.

BACKGROUND AND LEGISLATIVE HISTORY

On March 1, 2024, the City issued a Request for Proposals (RFP) for On-Call Roadway and Utility Design Services. The requested services include, but are not limited to, the preparation of plans, specifications, estimates, engineering operational support, and environmental document preparation. On April 4, 2024, the City received nine separate proposals, including one from the Consultant. The City's Consultant Selection Committee carefully evaluated all the received proposals based on the criteria described in the RFP. The Selection Committee determined that all the Consultants possessed the skills, experience, competence, professional qualifications, and certifications required to provide at least one of the roadway and utility design services requested by the City.

On June 4, 2024, the City Council adopted Resolution No. 2024-084 approving the nine consultants for an On-Call Professional Service List (List) valid for five years. This List of selected consultants created an efficient process for future project proposal requests and does not bind the City or its budgets to a particular scope of work until it is required as City needs arise. Having previously undertaken the public contracting procedures for each Consultant on the List, as the project needs arise, the City may more readily move

into contracting with one of the consultants on the List and then return to the City Council for approval of a project-specific Professional Services Agreement.

ANALYSIS

The City of Tracy Engineering Division consists of the Capital Improvement Program (CIP), Utilities, and Traffic Engineering. Staff requires assistance from consultants to provide professional engineering and design services to support the planning, design, and implementation of water, wastewater, recycled water, and storm drain infrastructure projects. Design service may include pipelines, pump stations, tanks, storm drains, Electrical, Instrumentation and Controls (EI&C), cathodic protection, surveying and geotechnical, and permitting coordination.

The need to utilize a capable and qualified consultant for engineering and design services has prompted staff to recommend that the City Council award an MPSA to the Consultant to assist with engineering projects. Staff has successfully worked with the Consultant on several projects in the past and seeks to continue to utilize their services.

The term of this MPSA will be for three calendar years, with an option to extend for two consecutive one-year terms based on performance, if needed, with an annual fiscal year not-to-exceed budget of $600,000 for each MPSA. Staff asks that City Council approve the MPSA to be retroactively effective as of January 6, 2026.

FISCAL IMPACT

The cost of the work performed by the Consultant will be recoverable in part through the developer’s fee, CIP budgets, or Federal and State grant funds. Funding for the agreement with the Consultant exists on an annual basis within the department’s adopted budget, and the contract includes the ability to terminate if there is insufficient budget availability.

CEQA DETERMINATION

The MPSA is for services equivalent to “planning and feasibility services” and, therefore, is not considered a “project” as defined by Section 21065 of the Public Resources Code. Any projects for which such services are performed will be reviewed as required under the California Environmental Quality Act (CEQA) before future discretionary actions are taken.

STRATEGIC PLAN

This agenda item supports the City of Tracy’s Infrastructure and Quality of Life Strategic Priorities by ensuring the continued development and maintenance of essential infrastructure systems that are safe, efficient, and resilient. Investing in high-quality

infrastructure enhances the community's overall quality of life by improving public amenities, safeguarding health and safety, and supporting economic vitality. Reliable utility systems and well-designed roadway improvements foster a thriving environment for residents and businesses, while promoting connectivity and accessibility throughout the City.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution approving (1) the execution of a Master Professional Services Agreement for On-Call Roadway and Utility Design Services with CSG Consultants, Inc., a California Corporation, for an initial term of three years, with a retroactive effective date as of January 6, 2026, for a total not-to-exceed amount of $600,000 per fiscal year, and (2) authorizing two administrative options to extend for a one-year term each.

Prepared by: Sara Remonda, Management Analyst

Reviewed by: Even Marcelo, PE, City Engineer
Anush Nejad, PE, Public Works Director
Sara Castro, Finance Director
Kamalpreet Gill, Deputy City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS:

Attachment A – Master Professional Service Agreement with CSG Consultants, Inc. for On-Call Roadway and Utility Design Services

Docusign Envelope ID: 492FF8B0-424E-45FF-81E3-62C328DF70CE

Attachment A

CITY OF TRACY
MASTER PROFESSIONAL SERVICES AGREEMENT WITH
CSG Consultants, Inc.
For On-Call Roadway and Utility Design Services

This Master Professional Services Agreement ("Agreement") is entered into between the City of Tracy, a municipal corporation ("City"), and CSG Consultants, Inc., a California Corporation ("Consultant"). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain Consultant for On-Call Roadway and Utility Design Services as further described herein and in Exhibit A.

B. On June 2, 2024, the City Council approved adding the Consultant to an On-Call List for certain services through resolution 2024-084. Pursuant to Tracy Municipal Code Sections 2.20.140(a)(2) and 2.20.130, the City has determined that the Consultant demonstrated that it was the best qualified and most responsible proposer, and best fits the City's needs for competence and professional qualifications necessary for the satisfactory performance of the Services.

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

D. This Agreement was approved on February 17, 2026 pursuant to City Council Resolution No. _____.

E. Parties hereby intend and agree that the Agreement shall be effective as of January 6, 2026, and at all times thereafter, with the same force and effect as if this Agreement had been executed on that date.

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

1. Scope of Services. Consultant shall perform professional services, tasks, and scope of work further described in Exhibit A attached hereto ("Services") for the City's benefit on an as-needed basis pursuant to individual approved Task Orders for services in accordance with the terms and conditions of this Agreement. The Services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: Michael Fisher, PE., Principal Engineer**.** Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit A, nor shall Consultant use or replace any subcontractor or subconsultant, without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel or subcontractor/subconsultant may result in the termination of this Agreement.

1. Task Order Forms. The Services within the Scope of Work will be comprised of Task Order Forms (in the form provided in Exhibit C hereto), approved, executed and delivered by the Director of Public Works ("Director") from time-to-time during the Term of this Agreement, on an as-needed basis. The Consultant cannot start performing any Work until the Director has executed a Task

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Order for such work. The City has no obligation to issue any Task Orders under this Master Agreement. The City may issue any number of Task Orders provided that the sum of the maximum compensation of all approved Task Orders cannot exceed the Total Not-to-Exceed amount stated in Section 3.1.

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

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

1. Term. The term of this Agreement shall commence on January 6, 2026 and expire and terminate automatically on December 31, 2028 or earlier by termination pursuant to Section 6 of this Agreement ("Term"). Subject to the Not-To-Exceed Amount defined in Section 3.1, the Term of this Agreement may be extended with express written amendment incorporating this Agreement signed by both Parties and one of the following City approvals: (a) City Council approval or (b) City Manager approval. An administrative extension of this Agreement by City Manager shall be limited to two one-year terms and require written determination by the City Manager that Consultant has satisfactorily met all the requirements of this Agreement.

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

1. Annual Total Not to Exceed Amount. Consultant's total compensation for all Task Orders and Services under this Agreement shall not exceed $600,000.00 (Six hundred thousand Dollars) per City fiscal year ("Total Not-to-Exceed Amount"). Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. Effective January 1 of each year following the contract start year, Consultant will initiate an hourly rate increase based on change in CPI for the applicable region. No work shall be performed by Consultant in excess of the Total Not-to-Exceed Amount. Consultant acknowledges City has no obligation to compensate or reimburse Consultant for any fees or costs incurred in excess of the Total Not-to-Exceed Amount. Unless specifically stated otherwise or agreed to in writing and approved by City Council, the fees proposed by Consultant, as set forth in Exhibit B hereto, shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement.

1. For each Task Order issued under this Agreement, Consultant's Services shall not exceed the maximum compensation stated in that Task Order.

2. Invoices. No less than Ninety (90) days after performing Services, Consultant shall submit monthly written invoice(s) to the City that include copies of approved Task Orders, the Services performed, and identify times, dates, and names of persons performing the services.

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

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

3. Consultant shall submit invoices no later than 90 days after completion of a Task Order or portion of the Services. City has no obligation to pay invoices delivered greater than 90 days after the date of performance of the Services.

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

4. City Budget Limitations. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will automatically terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the City Council. Consultant's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. The payment of any compensation under this Agreement shall be subject to the City of Tracy appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated.

4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Consultant's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence, or willful misconduct of the City. In this section, "City" means the City, its officials, officers, agents, employees, and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to". The Consultant's indemnification obligation applies to the maximum extent allowed by law and includes defending the City as set forth in Sections 2778 and 2782.8 of the California Civil Code. Upon the City's written request, the Consultant, at its own expense, shall defend any suit or action that is subject to this indemnification obligation. The provisions of this section survive completion of the services or the termination of this Agreement and are not limited by the provisions of Section 5 relating to insurance.

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

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.

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

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

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

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

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

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

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

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

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

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

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

6. <u>Termination</u>.

1. The Parties may terminate this Agreement for any reason, including, but not limited to, convenience, by giving ten (10) days' written notice to the other Party. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

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2. This Agreement shall automatically terminate immediately without notice to Consultant upon any of the following occurrences: (a) material breach of this Agreement by Consultant; (b) lack of City funds appropriated. In the event of termination by material breach of Consultant, if the City replaces any incomplete or defective Services from another consultant at a greater cost, the Consultant is responsible for such excess cost in addition to any other remedies available to the City.

3. Upon termination, Consultant shall return the City all original documents, including preliminary drafts and supporting documents, prepared by Consultant in connection with the Services performed under this Agreement.

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

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

9. Conflicts of Interest. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest. The Consultant represents that it is familiar with the local and state conflict of interest laws, and agrees to comply with those laws in performing this Agreement. The Consultant represents and warrants that the representations made by the Consultant concerning unfair competitive advantage and conflicts of interest in connection with its submissions in response to the City's procurement for this Agreement were true and accurate both when made and as of the date of this Agreement. Consultant represents and warrants that it has not and shall not offer or deliver any City officer, public official, or employee any gifts or donations in violation Federal, State and/or local law.

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

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

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To City:

Even Marcelo, PE
City Engineer
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:

CSG Consultants, Inc.
Attn: Cyrus Kianpour
3875 Hopyard Road, Suite 141
Pleasanton, CA 94588

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

12. Miscellaneous.

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

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

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.

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

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.

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

1. Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such

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Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at http://www.dir.ca.gov/DLSR. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

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

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

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.

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.

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 r**e**mainder of this Agreement shall remain in effect.

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS HEREOF, the City and Consultant agree to the full performance of the foregoing terms as of the last signature date.

City of Tracy

By: Dan Arriola
Title: Mayor
Date: _____

Attest:

April B. A. Quintanilla, City Clerk

Approved as to form:

L. David Nefouse, City Attorney

Consultant

CSG Consultants, Inc., a California Corporation

DocuSigned by:
Cyrus Kianpour
CAC12FE2224A4B2...

By: Cyrus Kianpour
Title: President / Chief Executive Officer
Date: 1/21/2026 | 2:06 PM PST

Federal Employer Tax ID No. 91-2053749

Signed by:
Nourdin Khayata
D9E17E22B4A242C...

By: Nourdin Khayata
Title: Secretary
Date: 1/21/2026 | 2:24 PM PST

Exhibits:

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

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EXHIBIT A

Services

SAMPLE SCOPE OF WORK – CSG CONSULTANTS, INC.

This sample scope of scope is prepared by CSG Consultants, Inc. (CSG) for On-Call Roadway and Utility Design Services (FY 2024-2027) for the City of Tracy (City). The following major tasks may apply to the design of roadway, pavement, water, wastewater, recycled water, and storm drain improvement projects:

TASK 1 Project Management

Upon issuance of a Notice to Proceed, CSG will schedule a Kickoff meeting with the City to clearly identify and discuss the project objectives, scope, schedule, and budget. Continue to set up and manage the project, update project schedules, attend design team meetings, and provide continuous coordination with City staff and subconsultants. Review and submit monthly invoices to the City.

TASK 2 Pre-Design Research

Data Collection and Review

CSG will identify and collect existing base maps, right-of-way information, record drawings, as-built plans, topographic mapping, photos, utility information, right-of-way maps, assessor and subdivision maps, survey notes, sample improvement plans and specifications from the City and other agencies. Evaluate project impacts to existing roadway and utility improvements and confirm the project scope and approach with City staff.

Field Investigation

CSG will conduct field investigation to develop base mapping and identify any project issues. Street and lane widths will be determined based on field measurements taken at representative cross sections to supplement available existing high-resolution imagery. Existing surface facility locations and types will be field verified to assist with utility coordination efforts. Coordinate with the City to visually inspect each manhole.

Utility Research

CSG will coordinate with various utility companies that have facilities within the project area to request maps of their facilities.

Concept Development

CSG will develop multiple design alternatives for recommended roadway and utility improvements. Utilities impacted by the proposed improvements within the project area will be shown on conceptual plans. Develop and submit a preliminary construction cost estimate to the City for review.

TASK 3 Geotechnical Investigations and Report

CSG Team will perform visual assessments of existing pavement conditions, determine appropriate pavement rehabilitation alternatives, recommend cost-effective pavement treatment alternatives, and identify base/pavement failure locations. **Cornerstone Earth Group (CEG)** will perform the following geotechnical investigations:

Pre-Field Activities, Field Reconnaissance, and Administration

Perform a site visit to mark proposed pavement and soil boring locations, and submit USA North 811 tickets for utility clearance.

Pavement Borings

Perform a site visit to mark proposed pavement and soil boring locations and submit USA North 811 tickets. Conduct pavement borings and obtain photos of the asphalt cores whenever feasible. Measure the thicknesses of the asphalt cores and the aggregate base section and collect subgrade soil samples for laboratory testing. Maintain continuous logs of the soils encountered in the pavement borings and obtain samples for visual examination and laboratory testing.

CSG CONSULTANTS

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Sample Review and Laboratory Testing

Before assigning laboratory tests, the field-collected samples will be reviewed by a registered engineer. After reviewing the samples, laboratory tests will be performed on selected soil samples to evaluate pertinent engineering properties for the project's design.

Engineering Analysis and Report Preparation

Evaluate the field and laboratory data and perform geotechnical engineering analyses to develop conclusions and recommendations for the planned improvements. Results of our field investigation, laboratory tests, and engineering analysis will be summarized in a report.

Life Cycle Cost Analysis

CSG will explore possible rehabilitation options to strengthen failing pavement sections. Perform a life-cycle cost analysis of the recommended alternatives and identify the locations and dimensions of the base failure.

Pavement Treatment Recommendations

After the life-cycle cost analysis is completed, CSG will prepare a memorandum that includes the findings from the site observation, photos of each street segment, rehabilitation and reconstruction options, and estimated costs for each option for the City's consideration.

TASK 4 Environmental Studies and Documentation

LSA will perform the following environmental studies and documentation services for this Project:

Project Initiation

Attend the project kickoff meeting to discuss the project background, scope, schedule, management, and the major project issues identified by the City's consultant team. Prepare a Project Description for use in technical analyses and environmental documents.

Technical Studies

Perform technical analyses based on the approved Project Description and design provided for one alternative. Incorporate the technical analyses into the CEQA document.

Prepare Initial Study/Mitigated Negative Declaration

Prepare an Initial Study in accordance with CEQA and the State CEQA Guidelines. If the Initial Study finds that the project would result in significant and unavoidable impacts after mitigation, an Environmental Impact Report (EIR) will be needed.

TASK 5 Utility Coordination

CSG will coordinate with various utility companies that have facilities within the project area to request mapping of their facilities in the area, identify and minimize utility conflicts, and notify utility companies of facilities or covers that need to be relocated or adjusted to grade because of the proposed improvements. Utilities impacted by the proposed improvements within the project area will be shown on the improvement plans.

CSG will meet with utility companies to discuss proposed improvements, potential conflicts, adjustments, and relocations of their facilities, potential service interruptions, and deadlines for receiving correspondence from utility companies at each design phase. Prepare and submit a project limit map showing the project area to request utility information from utility companies. During the preliminary 65% design stage, prepare and submit Utility Letter "A" to the City for review before sending the letter to the utility companies. Utility information received from the utility companies will be shown on a base map in both plan and profile views. During the 95% design phase, prepare and submit Utility Letter "B" to the City for review before sending it to utility companies. The 95% plan set will be submitted to utility companies with the Letter "B" to confirm any utility conflicts and whether any future utilities are proposed. These plans will show existing surface features, utilities, and proposed improvements to the existing roadway and utility facilities. Comments from the utility companies' reviews will be addressed in the subsequent design plan sets for their review and approval. During the Final design phase, prepare and submit Utility Letter "C" to the City for review before sending it to the

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utility companies. The final plan set will be submitted with the Letter "C" to utility companies to indicate whether any changes to the design plans have been made since the submittal of Letter "B", and to request written confirmation of any utility relocations and the relocation schedule. Provide copies of all utility data obtained from the utility companies to the City for the record.

TASK 6 Plans, Specifications and Estimate

CSG's team will use topographic survey and available aerial photos (i.e. Google Maps) to prepare a base map showing existing street improvements, right-of-way information, and existing utility information to facilitate the design of necessary improvements.

35% Submittal

CSG will prepare a base map and develop plans in AutoCAD, specifications in Word, and an engineer's estimate in Excel, all at the 35% design level, in accordance with the latest City, Caltrans, NASSCO Guidelines, AWWA and APWA standards, and the California MUTCD Standard. The 35% design plans only show the proposed roadway, water, wastewater, recycled water, and storm drain geometric layout, plan, and profile; the proposed water, wastewater, and storm drain pipe replacement methods and types; the selected pavement sections; and the rehabilitation treatments. The plans will include existing locations and depths of sewer manholes and nearby utilities; plans and profiles of sewer and water pipe replacements; locations and limits of sewerage flow bypass pipes; limits of pavement repairs, if needed; preservation of existing survey monuments; stormwater pollution prevention; and traffic control required. A comment response log will be prepared listing City's review comments on the design alternative concept and CSG's responses to those comments. Agreed comments will be incorporated at the next design level.

Giacalone Design Services (GDSI) will perform streetlight design, which includes locating an additional conduit and pull box network parallel to the streetlighting network for the potential future installation of interconnection cables. A photometric analysis will be prepared of the project conditions to determine lighting pole placement and the wattage required to achieve minimum lighting levels at the intersection, crosswalks, and corridors.

GDSI will also coordinate with impacted utility companies to obtain their designs for inclusion into a composite plan set. Prepare preliminary relocation/joint trench design, create composite drawings, and 'Form B'. Design trench cross sections, indicating occupancy for each utility, and show the street cross section that depicts the joint trench location relative to the face of the curb. Obtain approval of joint trench design, composite, and 'Form B' from PG&E.

Schaff & Wheeler will perform hydraulic analysis, pump station evaluation and design, and floodplain review.

CSG will also provide construction cost estimates using Microsoft Excel and technical specifications in Microsoft Word. The special specification will be prepared in Caltrans format and in accordance with City Standards.

65% Submittal

CSG will review comments from the 35% submittal and prepare a 65% Plans, Engineer's Estimate, and Specifications.

95% Submittal

CSG will review comments from the 65% submittal and prepare a 95% Plans, Engineer's Estimate, and Specifications.

Final Submittal

CSG will review comments from the 95% submittal and prepare a Final, bid and construction-ready set of documents, including Plans, Engineer's Estimate, and Specifications using Bluebeam.

Quality Control

CSG will perform quality assurance and quality control prior to each milestone submittal and in conformance to City, Caltrans and California MUTCD Standards.

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TASK 7 Bid Process

CSG will assist the City during bidding to respond to contractors' questions and Requests for Information (RFIs), support the City's efforts to respond to RFIs, and develop supplemental design drawings, addenda and letters of clarifications, as needed. Prepare a final conform set of plans, specifications, and CAD files that include all addenda and clarification that can be issued for construction.

TASK 8 Construction Phase

Construction Support Services

CSG staff are highly responsive to requests received during construction and understands that timeliness is crucial to avoiding construction delays and claims. CSG will assist the City during construction, attend Pre- and Post-construction meetings, provide clarifications with sketches, respond to the Contractor's Requests for Information (RFIs) and Change Orders, review and approve shop drawing submittals, and perform field observation if needed.

As-Built Drawings

CSG will prepare As-Built Drawings in AutoCAD format per the redlines provided by the Contractor. The As-Built Drawings will reflect all change orders and adjustments to all improvements constructed.

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EXHIBIT B

Compensation

CSG Engineering Services Fee Schedule

CSG Consultants' fee schedule for proposed services is provided below.

PERSONNEL / ROLE	HOURLY RATE
Administrative Assistant	$120
Engineering Intern	$150
Assistant Engineer	$190
Associate Engineer	$230
Structural Engineer	$280
Associate Surveyor	$220
Senior Engineer	$260
Senior Land Surveyor	$255
Senior Structural Engineer	$300
Principal Engineer	$300
Senior Principal Engineer	$325
Two-Person Survey Crew	$475
Assistant Project Manager	$190
Project Manager	$245
Senior Project Manager	$260
Office Engineer	$190
Construction Inspector	$210
Senior Construction Inspector	$218
Assistant Resident Engineer	$218
Resident Engineering / Construction Manager	$276
Structural Representative	$276

TERMS

- *All hourly rates include overhead costs including but not limited to salaries, benefits, workers' compensation insurance, local travel, and miscellaneous office expenses.*
- *Overtime services and services provided outside of normal business hours will be billed at 1.5x the applicable hourly rate.*
- *On January 1 of each year following the contract start year, CSG will initiate an hourly rate increase based on change in CPI for the applicable region.*
- *CSG will mail/email an invoice every month for services rendered during the previous month. Unless otherwise agreed, payment terms are 30 days from receipt of invoice.*
- *This fee proposal is valid for a period of 90 days from date of submittal.*

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EXHIBIT C - Task Order Form

(See Attached)

Docusign Envelope ID: 492FF8B0-424E-45FF-81E3-62C328DF70CE

[Use this Form or Create New Based on Same Substance---

TASK ORDER FORM

Project:	_____
Consultant:	_____
Project Task Order Number:	[X of X]
Description of Task and Services:	_____ _____ _____
Maximum Compensation for Task:	$_____.00
Task Completion Time:	The Consultant must complete the services and deliverable for this task in On or before: [DATE]
Year-to-Date Total Authorized Task Order Compensation:	$_____.00
Remaining Total Not to Exceed Amount upon completion of this Task:	$_____.00

APPROVED BY CITY REPRESENTATIVE

_____
[Insert Name and Position]

_____
Date

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2026- _____

APPROVING (1) THE EXECUTION OF A MASTER PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL ROADWAY AND UTILITY DESIGN SERVICES WITH CSG CONSULTANTS, INC., A CALIFORNIA CORPORATION, FOR AN INITIAL TERM OF THREE YEARS, WITH A RETROACTIVE EFFECTIVE DATE AS OF JANUARY 6, 2026, FOR A TOTAL NOT-TO-EXCEED AMOUNT OF $600,000 PER FISCAL YEAR, AND (2) AUTHORIZING TWO ADMINISTRATIVE OPTIONS TO EXTEND FOR A ONE-YEAR TERM EACH.

WHEREAS, the City of Tracy (City) has a variety of Capital Improvement Program (CIP) projects, Utility projects, and Traffic projects requiring specialized professional services; and

WHEREAS, on March 1, 2024, the City issued a Request for Proposals (RFP) for On-Call Roadway and Utility Design Services; and

WHEREAS, the requested services include, but are not limited to, the preparation of plans, specifications, and estimates, engineering operational support, and environmental document preparation; and

WHEREAS, on April 4, 2024, the City received nine separate proposals, including one from CSG Consultants, Inc., a California Corporation (Consultant); and

WHEREAS, the City's Consultant Selection Committee carefully evaluated all the received proposals based on the criteria described in the RFP and determined that all the consultants possessed the skills, experience, competence, professional qualifications, and certifications required to provide at least one of the roadway and utility design services requested by the City; and

WHEREAS, on June 4, 2024, the City Council adopted Resolution No. 2024-084 approving the nine consultants for an On-Call Professional Service List (List) valid for five years which created an efficient process for future project proposal requests and does not bind the City or its budgets to a particular scope of work until it is required as City needs arise; and

WHEREAS, having previously undertaken the public contracting procedures for each consultant on the List, as the project needs arise, the City may more readily move into contracting with one of the consultants on the List and then return to the City Council for approval of a project-specific Professional Services Agreement; and

WHEREAS, staff requires assistance from consultants to provide professional engineering services to support the planning, design, and implementation of water, wastewater, recycled water, and storm drain infrastructure projects; and

WHEREAS, the need to utilize a capable and qualified consultant for water related analysis services has prompted staff to recommend that the City Council award an Master Professional Services Agreement (MPSA) to the Consultant to assist with engineering projects as staff has successfully worked with the Consultant on several projects in the past and seeks to continue to utilize their services; and

WHEREAS, the term of this MPSA will be for three years with an option to extend for two consecutive one- year terms based on performance if needed, with an annual fiscal year not-to-exceed a budget of $600,000 for each MPSA; and

WHEREAS, the cost of the work performed by the Consultant will be cost recoverable in part, through the developer's fee, CIP budgets, or Federal and State grant funds; funding for the agreement with the Consultant provided annually within the department's adopted budget, and the contract includes an option to terminate if there is insufficient budget; and

WHEREAS, the MPSA is for services equivalent to "planning and feasibility services" and, therefore, is not considered a "project" as defined by Section 21065 of the Public Resources Code; any projects for which such services are performed will be reviewed as required under the California Environmental Quality Act (CEQA) before future discretionary actions are taken; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy, hereby, approves a Master Professional Service Agreement for On-Call Utility Design Services with CSG Consultants, Inc. for an initial term of three years, retroactively effective as of January 6, 2026, and for a total-not to-exceed amount of $600,000 per fiscal year; and be it

FURTHER RESOLVED: That the City Council grants the City Manager the authority to administratively extend the term of the MPSA, for up to two, one-year terms based on performance, if needed.

* * * * * * * * * * * * * *

The foregoing Resolution 2026-_____ was adopted by the Tracy City Council on the 17th day of February 2026, 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:_____
APRIL B.A. QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

February 17, 2026

Agenda Item 1.F

RECOMMENDATION

Staff recommends that the City Council adopt a resolution 1) approving a Professional Services Agreement with Wood Rodgers, Inc., of Oakland, California, to provide engineering design services for the Citywide Trash Full Capture Systems, Capital Improvement Project 76088, in the amount of $851,695 with a term ending January 25, 2028, 2) authorizing the City Manager to extend the agreement term, if required, to comply with State Water Resources Control Board compliance timelines, 3) authorizing the City Manager to execute any documents or agreements required for compliance and permitting related to the State Water Resources Control Board for the project, and 4) authorizing the City Manager to approve change orders to the agreement up to $85,170, if needed.

EXECUTIVE SUMMARY

This agenda item seeks adoption of a resolution approving a Professional Services Agreement with Wood Rodgers, Inc., of Oakland, California, to provide engineering design services for the Citywide Trash Full Capture Systems, Capital Improvement Project (CIP) 76088, authorizing the City Manager to extend the agreement term if required to meet State Water Resources Control Board (SWRCB) compliance timelines, authorizing execution of documents necessary for regulatory compliance and permitting, and authorizing approval of change orders up to $85,170, if needed.

The Citywide Trash Full Capture Systems, CIP 76088, (Project) will support the City's compliance with the SWRCB's Statewide Trash Amendments, which require all Priority Land Use (PLU - High trash-generating areas like commercial, industrial, high-density residential, and mixed-use) areas to be fully treated with certified Full Capture Systems (FCS **-** Certified catch basin inserts, vault filters, nets, etc.) by December 2, 2030. Wood Rodgers, Inc., of Oakland, California, is qualified and competent to provide engineering design services, including preparation of Plans, Specifications, and Engineer's Estimates (PS&E), as well as bid-phase and construction support services.

BACKGROUND AND LEGISLATIVE HISTORY

On April 7, 2015, the SWRCB adopted the Statewide Trash Amendments requiring all Municipal Separate Storm Sewer System (MS4) permittees to eliminate trash greater than or equal to five millimeters (≥5 mm) from entering storm drain systems by December 2, 2030. U.S. Environmental Protection Agency (EPA) defines an MS4 as the network of gutters, pipes, ditches, and drains that carry rainwater to rivers/creeks. Phase II permittees are local agencies serving fewer than 100,000 residents, such as the City of Tracy. They are required to prevent pollutants, including trash, from entering

stormwater. In 2017, Tracy was mandated to choose a compliance pathway. The City selected Track 1, which involves installing, operating, and maintaining Flow Control Structures (FCSs) for all permitted land use types.

In 2023–2024, the City retained Wood Rodgers, Inc., and Larry Walker Associates to prepare a planning-level Technical Memorandum identifying existing retention/ detention basins, drainage areas, and recommended FCS device locations to comply with SWRCB.

ANALYSIS

On September 25, 2025, the City issued a Request for Proposal (RFP) for engineering design services for Citywide Trash Full Capture Systems Project, CIP 76088. The Project scope included project initiation and management, field verification and data collection, coordination with regulatory agencies, design of new trash capture systems and detention basin retrofits, preparation of Plans, Specifications and Engineer's Estimates (PS&E), design support during the project bidding, and construction support.

On October 30, 2025, the City received one proposal from Wood Rodgers, Inc. Prior to the proposal due date, the City conducted outreach to several qualified consulting firms and issued the Request for Proposals through an open and competitive process, providing sufficient time for firms to prepare and submit proposals. While multiple firms initially expressed interest, no additional proposals were received. Based on follow-up discussions with prospective proposers, firms cited limited or no prior experience with trash full capture system projects, lack of available qualified staff, or the inability to position themselves competitively for a project of this specialized and technically complex nature. The City's Consultant Selection Committee (Committee) carefully evaluated the proposal received based on the criteria described in the RFP.

The Committee, consisting of staff from Public Works Engineering, has determined that Wood Rodgers, Inc. (Consultant) possesses the skills, experience, and certifications. They have demonstrated the competence and professional qualifications necessary for the satisfactory performance of the required services for the project.

Staff reviewed and negotiated the professional design services fee with the Consultant and determined that $851,695 is a reasonable cost for the project's scope, based on a comparison with similar projects of comparable scope, size, and complexity.

The Professional Services Agreement (PSA) includes development of PS&E, bid-phase support, and construction support services (Exhibit to Resolution 1).

Design services are anticipated to be completed within twelve months from Notice to Proceed. Bid-phase and construction support services will be provided as requested by the City following advertisement and award of a construction contract. While the

Consultant's current schedule anticipates construction completion by January 25, 2028, actual construction duration may vary. The PSA term reflects the Consultant's estimated schedule and allows for extensions, if needed, to support project completion and compliance with the Statewide Trash Amendments by December 2, 2030.

FISCAL IMPACT

Citywide Trash Full Capture Systems, CIP 76088, is an approved Capital Improvement Project. Funding for the Professional Services Agreement is available in the current fiscal year (FY-2026) budget. Additional appropriations are not required at this time.

Funding Source	Budget	Expenses	Balance
301 - General Projects	$ 9,000,000	$ 69,581	$ 8,930,419

COORDINATION

The project will be coordinated with various City departments and appropriate regulatory agencies.

CEQA DETERMINATION

This project is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to AB 130/SB 131 (State legislation adopted in 2023 that provides statutory exemptions from the California Environmental Quality Act (CEQA) for certain stormwater infrastructure projects, including the installation of trash capture devices within existing public rights-of-way), which exempts installation of stormwater trash capture devices in public rights-of-way. The City will file a Notice of Exemption. Staff will confirm the applicable statutory exemption language with the City Attorney prior to filing the Notice of Exemption.

STRATEGIC PLAN

This item supports the City's Quality of Life and Infrastructure Strategic Priorities by improving stormwater quality and ensuring compliance with state regulations.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution 1) approving a Professional Services Agreement with Wood Rodgers, Inc., of Oakland, California, to provide engineering design services for the Citywide Trash Full Capture Systems, Capital Improvement Project 76088, in the amount of $851,695 with a term ending January 25, 2028, 2) authorizing the City Manager to extend the agreement term, if required, to comply with State Water Resources Control Board compliance timelines, 3) authorizing the City Manager to execute any documents or agreements required for compliance and permitting related to the State Water Resources Control Board for the project, and 4) authorizing the City Manager to approve change orders to the agreement up to $85,170, if needed.

Prepared by: Rohullah Nissari, PE, Associate Civil Engineer

Reviewed by: Sharat Bandugula, PE, Assistant City Engineer
Even Marcelo, PE, City Engineer
Anush Nejad, PE, Public Works Director
Sara Castro, Finance Director
L. David Nefouse, City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2026- _____

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1) APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WOOD RODGERS, INC., OF OAKLAND, CALIFORNIA, TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE CITYWIDE TRASH FULL CAPTURE SYSTEMS, CAPITAL IMPROVEMENT PROJECT 76088, IN THE AMOUNT OF $851,695 WITH A TERM ENDING JANUARY 25, 2028, 2) AUTHORIZING THE CITY MANAGER TO EXTEND THE AGREEMENT TERM, IF REQUIRED, TO COMPLY WITH STATE WATER RESOURCES CONTROL BOARD COMPLIANCE TIMELINES, 3) AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS OR AGREEMENTS REQUIRED FOR COMPLIANCE AND PERMITTING RELATED TO THE STATE WATER RESOURCES CONTROL BOARD FOR THE PROJECT, AND 4) AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS TO THE AGREEMENT UP TO $85,170IF NEEDED.

WHEREAS, the State Water Resources Control Board (SWRCB) adopted the Statewide Trash Amendments on April 7, 2015, requiring all Municipal Separate Storm Sewer System (MS4) permittees to prevent trash greater than or equal to five millimeters (≥5 mm) from entering storm drain systems by December 2, 2030; and

WHEREAS, the City selected Track 1 compliance, requiring the installation, operation, and maintenance of certified Full Capture Systems (FCS) for all storm drains serving Priority Land Use (PLU) areas; and

WHEREAS, in 2023-2024 the City, with Wood Rodgers, Inc., and Larry Walker Associates, completed a planning-level Technical Memorandum identifying citywide FCS needs; and

WHEREAS, on September 25, 2025, the City issued a Request for Proposals (RFP) for engineering design, bid-phase, and construction support services for Capital Improvement Project (CIP) 76088; and

WHEREAS, on October 30, 2025, the City received one proposal from Wood Rodgers, Inc.; and

WHEREAS, staff reviewed the proposal and determined that Wood Rodgers, Inc. is qualified to perform the required engineering design, bid-phase, and construction support services as requested by the City; and

WHEREAS, staff negotiated a total not-to-exceed fee of $851,695, which is reasonable for the scope of work; and

WHEREAS, sufficient project funds are available in CIP 76088; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby approves a Professional Services Agreement with Wood Rodgers, Inc., of Oakland, California, to provide engineering design services for the Citywide Trash Full Capture Systems, CIP 76088, in the amount of $851,695 with a term ending January 25, 2028, attached hereto as Exhibit 1; and be it

FURTHER RESOLVED: That the City Manager is authorized to extend the term of the Agreement, if required, to support project completion and compliance with State Water Resources Control Board requirements; and be it

FURTHER RESOLVED: That the City Manager is authorized to execute any documents or agreements necessary to support regulatory compliance and permitting related to the State Water Resources Control Board for the Project; and be it

FURTHER RESOLVED: That the City Manager is authorized to execute change orders to the agreement, up to $85,170, if needed; and be it

FURTHER RESOLVED: That this project is statutorily exempt from California Environmental Quality Act (CEQA) pursuant to AB 130/SB 131, and the City Manager or designee is authorized to file a Notice of Exemption.

* * * * * * * * * * * * * * *

The foregoing Resolution 2026-_____ was adopted by the Tracy City Council on the 17th day of February 2026, 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:_____
APRIL B.A. QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

EXHIBIT:

Exhibit 1 – Professional Services Agreement with Wood Rodgers, Inc.

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
Wood Rodgers, Inc., A California Corporation

This Professional Services Agreement ("Agreement") is entered into between the City of Tracy, a municipal corporation ("City"), and Wood Rodgers, Inc., a California Corporation ("Consultant"). City and Consultant are referred to individually as "Party" and collectively as "Parties."

RECITALS

A. City desires to retain the professional services of Consultant to Professional Engineering and Design Services for the Citywide Trash Full Capture Systems (FCS) project (CIP 76088), including preparation of Plans, Specifications, and Engineer's estimate (PS&E) and related design support as further described herein and in Exhibit A.

B. On September 25, 2025, the City issued a Request for Proposals (RFP) for the Scope of Work defined below. On October 30,2025, Consultant submitted its proposal for the Scope of Work to the City. Pursuant to Tracy Municipal Code Sections 2.20.140(a)(2), the City has determined that Consultant demonstrated that it was the best qualified and most responsible proposer, and best fits the City's needs for competence and professional qualifications necessary for the satisfactory performance of the Scope of Work defined below.

C. After negotiations between the City and Consultant, the Parties have reached an agreement for Consultant's professional services as set forth in this Agreement.

D. This Agreement was approved on , , 2026 pursuant to Tracy Municipal Code Section 2.20.140, and City Council Resolution No. _____.

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

1. Scope of Work. Consultant will perform the professional services, tasks, and scope of work described in Exhibit A attached hereto and incorporated herein by this reference ("Scope of Work"). The Scope of Work will be performed by, or under the direct supervision of, Consultant's "Authorized Representative": Jonathan Kors, PE – Vice President/Principal-in-charge and Ryan Nordvik, PE – Project Manager**.** Consultant will not replace its Authorized Representative, nor will Consultant replace any of the personnel listed in Exhibit A, nor will Consultant use or replace any subcontractor or subconsultant, without the City's prior written consent. The City may terminate this Agreement if Consultant makes any such change or uses or replaces any such subcontractor or subconsultant. Unless otherwise stated on Exhibit A, Consultant will furnish, at its own expense, the materials, equipment, supplies, and other resources necessary to perform the Scope of Work. The City reserves the right to contract with other firms and/or consultants during the term of this Agreement to provide the City with the same or similar Scope of Work as described in Exhibit A.

2. Time of Performance. Time is of the essence in the performance of the Scope of Work under this Agreement and the timing requirements set forth herein will be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. If dates for performance are set out in Exhibit A, Consultant will begin performance, and will complete all required Scope of Work no later than the dates set forth in Exhibit A. Any services for which times for performance are not specified in this Agreement will be started and completed by Consultant in a reasonably prompt and timely manner based upon the

circumstances and direction communicated to the Consultant. If Exhibit A indicates that Scope of Work will only be performed upon request, or if the City otherwise communicates the same to Consultant, Consultant will not perform said Scope of Work until the City requests such performance. Consultant will submit all requests for time extensions to the City in writing no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. The City may grant or deny such requests in its sole and absolute discretion.

2.1 Term. The term of this Agreement will commence on 2/17/2026 and expire and terminate automatically on 1/25/2028, based on the Consultant's current estimated project schedule, unless extended by written amendment approved in accordance with this Agreement, or earlier by termination pursuant to Section 6 of this Agreement ("Term"). Subject to the Not-To-Exceed Amount defined in Section 3.1, the Term of this Agreement may be extended with express written amendment incorporating this Agreement signed by both Parties and one of the following City approvals: (a) City Council approval or (b) City Manager approval. The Parties acknowledge that the Scope of Work includes bid-phase and construction support services, which may be performed beyond the initial design period, subject to the Term of this Agreement and any approved extensions.

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

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement will not exceed "$851,695.00 Eight Hundred Fifty-One Thousand Six Hundred Ninety-Five Dollars". Notwithstanding the foregoing, the payment of any funds under this Agreement will be subject to the City of Tracy appropriation of funds for the Scope of Work. This Agreement will automatically terminate in the event that such funds are not appropriated. Unless specifically stated otherwise or agreed to in writing and approved by City Council, the fees proposed by Consultant, as set forth in Exhibit B hereto, will remain unchanged for the entire term of this Agreement and any extensions of this Agreement. It is understood and agreed that Consultant may not receive compensation up to the Not-to-Exceed Amount (or any other amount), and Consultant's total compensation under this Agreement will depend on the Scope of Work requested and approved by the City. Consultant's billing rates will cover all costs and expenses for Consultant's performance of this Agreement. No work will be performed by Consultant in excess of the "Not-to-Exceed Amount" provided in this section without the City's prior written approval.

3.1.1 City Budget Limitations. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year for this Agreement. If funds are appropriated for a portion of the fiscal year, this Agreement will automatically terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the City Council. Consultant's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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

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

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

3.2.3 Consultant will submit invoices no later than 90 days after completion of a portion of the Scope of Work. City has no obligation to pay invoices delivered greater than 90 days after the date of performance of the Scope of Work.

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

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

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

4. Indemnification. Consultant will, 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 or indirectly from or out of (including any and all related costs and expenses), relating or pertaining to or resulting from, in whole or in part, this Agreement; any act, omission, or event relating in any way to Consultant's obligations under this Agreement; and/or Consultant's breach of this Agreement, except to the extent such Claim is caused solely by the active negligence or willful misconduct of the City. In this Section 4, "City" means the City, its officials, officers, agents, employees and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors.

In the event there is a finding and/or determination that Consultant is not an independent contractor and/or is an employee of City, including but not limited to any such finding and/or determination made by the California Public Employees' Retirement System (CalPERS), the Department of Industrial Relations (DIR), or the Internal Revenue Service (IRS), Consultant will, 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.

5. Insurance. Consultant will, 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.

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage will 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 will be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

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

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

5.5 Endorsements. Consultant will 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) will be named as an additional "insured."

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

5.6 Notice of Cancellation. Consultant will 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 will be considered a cancellation. Consultant will immediately obtain a replacement policy.

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

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

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

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

6. Termination. The City may terminate this Agreement in its sole and absolute discretion, without cause, by giving ten (10) days' written notice to Consultant. Within five (5) days of such a termination, Consultant will return and deliver to City all original documents relating to the Scope of Work in Consultant's possession or control, including, without limitation, preliminary drafts and supporting documents, and any other documents prepared by Consultant pursuant to this Agreement. The City will pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date the termination notice is given.

7. Ownership of Work. All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and will be given to the City at the completion of Consultant's Scope of Work, upon termination of this Agreement, or within five (5) days of any demand from the City. No such documents will be revealed or made available by Consultant to any third party without the City's prior written consent.

8. Independent Contractor Status. Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant will have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits. Consultant will be solely responsible for, and will save the City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and state income tax withholding and all other regulations governing employer-employee relations.

9. Conflicts of Interest. Consultant (including its employees, agents, and subconsultants) will not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest. The Consultant represents that it is familiar with the local and state conflict of interest laws, and agrees to comply with those laws in performing this Agreement. The Consultant represents and warrants that the representations made by the Consultant concerning unfair competitive advantage and conflicts of interest in connection with its submissions in response to the City's procurement for this Agreement were true and accurate both when made and as of the date of this Agreement. Consultant represents and warrants that it has not and will not offer or deliver any City officer, public official, or employee any gifts or donations in violation of Federal, State and/or local law.

9.1 Levine-Act

The "Levine Act" prohibits City "officers" from participating in any action related to a contract if such member received political contributions totaling more than $250 within the previous twelve months, and for three months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract.

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

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

To the City:
City of Tracy
Attn: Even Marcelo, P.E.
City Engineer
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:
Wood Rodgers, Inc.
Attn: Jonathan Kors, P.E.
Vice President/Principal-in-charge
180 Grand Avenue, Suite 775
Oakland, CA 94612

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

12. General Provisions.

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

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

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

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

12.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement will 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 will be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

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

12.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates;

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

12.6.2 Non-discrimination. Consultant represents and warrants that it is an equal opportunity employer, and it will not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Consultant will 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.).

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

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

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

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

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

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

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

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

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

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

[Signature Page to Follow]

As of the date of last signature below, the undersigned Parties agree to the full performance of the terms set forth in this Agreement and have caused this Agreement to be duly executed.

City of Tracy, a Municipal Corporation

By: _____
Dan Arriola
Title: Mayor
Date: _____

Attest:

_____
April B. A. Quintanilla, City Clerk

Approved as to form:

_____
L. David Nefouse, City Attorney

Wood Rodgers, Inc., A California Corporation

By: _____
Jonathan Kors, P.E.
Title: Vice President/ Principal-in-Charge
Date: January 13, 2026

Federal Employer Tax ID No. 91-1762478

By: _____
Justin Rollman
Title: Chief Financial Officer
Date: January 13, 2026

Exhibits:

A	Scope of Work
B	Compensation

EXHIBIT A - Scope of Work

1. Personnel Performing the Work

The Consultant will provide professional engineering services through a qualified project team led by personnel experienced in stormwater, Trash FCS, and municipal infrastructure projects.

Key personnel anticipated to perform the work include, but are not limited to, the following:

- Jonathan Kors, P.E. - Principal-In-Charge
- Ryan Nordvik, P.E. - Project Manager
- Pete Tobia, P.E., LEED AP - QA/QC & Constructability Review
- Cheng Soo, P.E., CFM - TECHNICAL ADVISOR
- Harvey Oslick, P.E., CFM, CPSWQ, EnvSP - Local Drainage System Integration
- Camila Correa Chiriboga, P.E. - Hydrology/Hydraulics
- Michael Hughes, P.E. – Geotechnical
- Caela Brazelton, EIT - Civil Engineering Support

2. Scope of Services

The Scope of Services includes completion of engineering design (Plans, Specifications, and Engineer's Estimate [PS&E]), bid-phase support, and construction support services. Design services are anticipated to be completed within approximately twelve (12) months from Notice to Proceed. Bid-phase and construction support services will be provided as requested by the City and may commence following advertisement for public bidding and award of a construction contract, subject to the term of this Agreement and any approved extensions. The Consultant will provide professional engineering services to support the City of Tracy's compliance with the State Water Resources Control Board Statewide Trash Amendments (Track 1 compliance). Services will include, but are not limited to, the following tasks:

Task 1 – Project Initiation and Review of Existing Information

- Conduct a project kickoff meeting with City staff.
- Review available background information including prior technical memoranda, GIS data, as-built drawings, storm drain system information, and Priority Land Use (PLU) mapping.
- Utilize existing City models and studies to inform project design.
- Prepare a Project Execution Plan, which will define the project schedule, deliverables, and Quality Assurance/Quality Control (QA/QC) procedures

Task 2 – Project Management

- Provide ongoing project management, including meeting agendas, meeting summaries, and monthly progress reports.
- Prepare and maintain a project schedule and coordination plan.
- Conduct approximately twelve (12) monthly progress meetings over the course of the project's design phase and additional meetings as needed to address critical issues or milestone reviews.
- Coordinate activities between the City, subconsultants, vendors, and regulatory agencies.

Task 3 – Field Verification and Data Collection

- Perform field verification to confirm existing conditions, drainage connectivity, and site constraints. Field verification will establish the basis for design decisions, regulatory coordination and preparation of a complete PS&E.
- Desktop study to evaluate the ten (10) existing retention basins within Tracy Hills.
- Evaluate the seven (7) existing detention basins that require screens to qualify as a certified Multi-Benefit FCS under current SWRCB guidance.
- Evaluate the ten (10) proposed new Trash Full Capture System (FCS) sites.
- Identify untreated PLU areas and assess potential treatment solutions.
- Identify privately owned developments that contain post construction stormwater controls qualifying as Trash FCS.
- Caltrans Coordination and screening
- Technical Memorandum summarizing evaluation results for all retention and detention basins, proposed FCS sites, and untreated areas, privately owned property FCS systems and submit to RWQCB.

Task 4 – Regulatory and Interagency Coordination

- Coordinate with regulatory agencies and utility stakeholders to confirm design requirements, permitting needs, and overall compliance with the Statewide Trash Amendments.
- Coordinate with the Regional Water Quality Control Board (RWQCB) to confirm design compliance, certification requirements, and potential retrofit exemptions.
- Assist with coordination involving private property utilities and other agencies, as needed.
- Document regulatory coordination efforts and outcomes.
- Prepare technical exhibits and memoranda for summarizing site-specific conditions and compliance determinations for RWQCB review and concurrence.
- Support City with Easement/Access Issues.

Task 5 – Retrofit and FCS Design

- Prepare engineering design for selected Trash FCS retrofits and new installations, including
    - one (1) Extra-Large regional system serving the Eastside Drainage Area
    - one (1) Medium regional system serving the BBID Drainage Area
    - Eight (8) Small distributed FCS installations along Grant Line Road.
    - Up to seven (7) detention basin retrofits.

- Establishing Basis of Design Report to define the technical framework and design criteria.
- Perform required hydrologic and hydraulic analysis and modeling for applicable systems.
- Incorporate structural, civil, constructability, and maintenance access considerations.
- Prepare PS&E submittals at 30%, 60%, 90%, and 100% completion.
- Perform survey, utility locating, potholing, and geotechnical services necessary to support the approved design scope as needed and as authorized by the City.
- All designs will conform to RWQCB certification requirements and will specify only state-certified Trash FCS devices. Each design will also comply with the City of Tracy standards and specifications as well as all applicable state and regional guidelines and regulations.

Task 6 – Permitting Support

- Assist the City with documentation and coordination required to support applicable permitting for Caltrans, RWQCB and any other agencies.
- Prepare jurisdictional screening documentation where improvements are proposed in open channels, if required.
- Conduct a site visit to each location and prepare a preliminary jurisdictional screen memorandum.

Task 7 – Bid Support

- Participate in one pre-bid conference and assist with responses to bidder questions and preparation of addenda.
- Issue up to five (5) addenda during the bidding process.
- Prepare one (1) conformed set of bid documents, accounting for any modifications made during the bidding phase of the project.

Task 8 – Construction Support

- Attend one (1) Pre-construction meeting.
- Attend up to six (6) monthly Construction Progress meetings.
- Respond to fifty (50) Submittal Reviews and fifty (50) RFIs.
- Attend up to four (4) site visits to provide assistance with resolving construction challenges.
- Review up to four (4) shop drawings.
- Prepare Record Drawings at project completion.

3. Schedule and Deadlines

For clarity, this Agreement includes completion of engineering design (PS&E), bid-phase support, and construction support services. The Consultant will complete PS&E within approximately twelve (12) months from Notice to Proceed. Bid-phase support and construction support services are anticipated to commence following the City's advertisement for public bidding and award of a construction contract. The Consultant's proposed construction completion date of January 25, 2028 is an estimate only. Actual construction duration may vary based on bidding, permitting, funding, and construction conditions. The Consultant will provide bid-phase and construction support services as required by the City to support completion of the project and compliance with the Statewide Trash Amendments, which require full compliance by December 2, 2030, subject to the term of this Agreement and any approved extensions.

EXHIBIT B - Compensation

WOOD RODGERS

SACRAMENTO & ROSEVILLE FEE SCHEDULE

CLASSIFICATION	STANDARD RATE
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* II	$350
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* I	$315
Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* II	$285
Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* I	$275
Project Engineer/Geologist/Surveyor/Planner/GIS/LA* II	$260
Project Engineer/Geologist/Surveyor/Planner/GIS/LA* I	$250
Engineer/Geologist/Surveyor/Planner/GIS/LA* II	$235
Engineer/Geologist/Surveyor/Planner/GIS/LA* I	$215
Assistant Engineer/Geologist/Surveyor/Planner/GIS/LA*	$175
Designer	$110
Senior CAD Technician/Graphics Designer II	$220
Senior CAD Technician/Graphics Designer I	$195
CAD Technician/Graphics Designer	$170
Project Coordinator	$185
Administrative Assistant	$150
1 Person Survey Crew	$280
2 Person Survey Crew	$400
3 Person Survey Crew	$510
Senior Field Technician I	$190
Field Technician II	$170
Field Technician I	$150
Consultants, Outside Services, Materials & Direct Charges	Cost Plus 10%
Overtime Work, Expert Witness Testimony and Preparation	Rate Plus 50%

*LA = Landscape Architect

Blueprints, reproductions, and outside graphic services will be charged at vendor invoice. Auto mileage will be charged at the IRS standard rate when incurred.

Fee Schedule subject to change January 1, 2027 and annually thereafter.

WOOD RODGERS

OAKLAND FEE SCHEDULE

CLASSIFICATION	STANDARD RATE
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* II	$395
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* I	$345
Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* II	$325
Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* I	$315
Project Engineer/Geologist/Surveyor/Planner/GIS/LA* II	$290
Project Engineer/Geologist/Surveyor/Planner/GIS/LA* I	$275
Engineer/Geologist/Surveyor/Planner/GIS/LA* II	$265
Engineer/Geologist/Surveyor/Planner/GIS/LA* I	$255
Assistant Engineer/Geologist/Surveyor/Planner/GIS/LA*	$220
Designer	$120
Senior CAD Technician/Graphics Designer II	$240
Senior CAD Technician/Graphics Designer I	$225
CAD Technician/Graphics Designer	$200
Project Coordinator	$210
Administrative Assistant	$185
1 Person Survey Crew	$285
2 Person Survey Crew	$405
3 Person Survey Crew	$515
Construction Manager	$395
Senior Field Technician I	$210
Field Technician II	$190
Field Technician I	$170
Consultants, Outside Services, Materials & Direct Charges	Cost Plus 10%
Overtime Work, Expert Witness Testimony and Preparation	Rate Plus 50%

*LA = Landscape Architect

Blueprints, reproductions, and outside graphic services will be charged at vendor invoice. Auto mileage will be charged at the IRS standard rate when incurred.

Fee Schedule subject to change January 1, 2027 and annually thereafter.

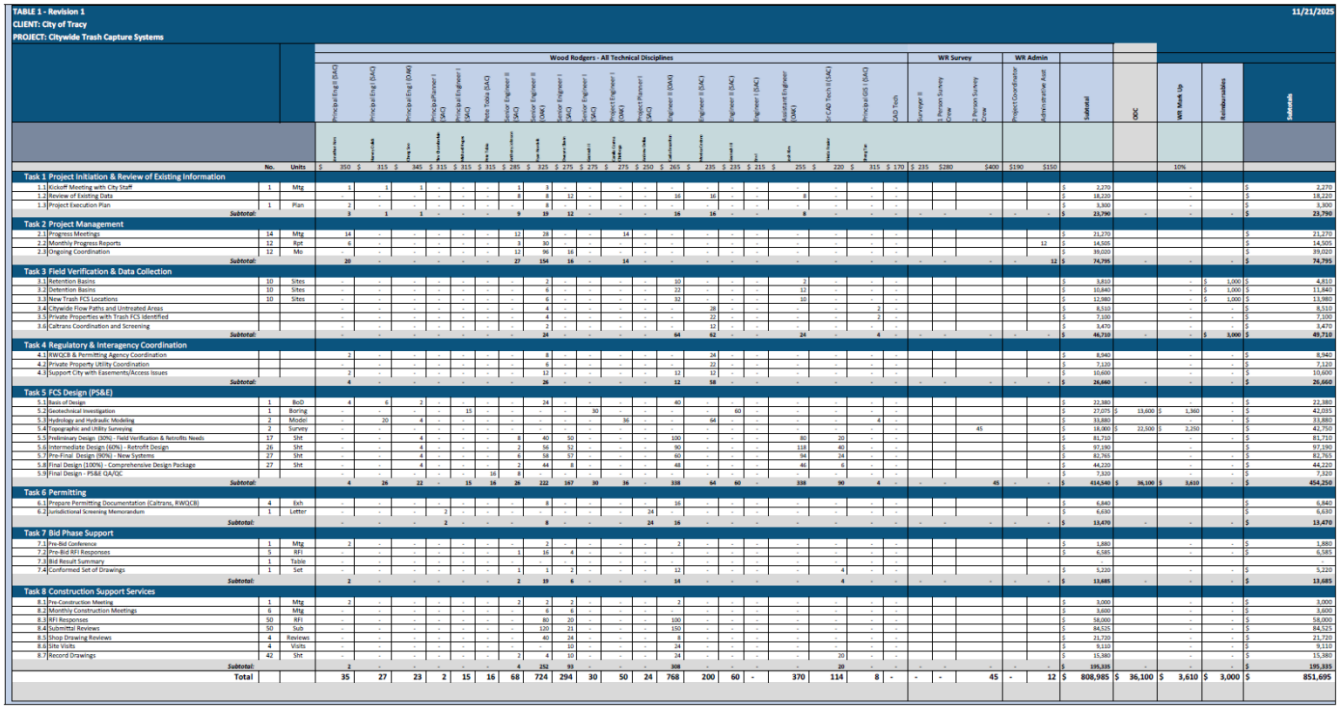


TABLE 1 - Revision 1 — **11/21/2025**
CLIENT: City of Tracy
PROJECT: Citywide Trash Capture Systems

			Wood Rodgers - All Technical Disciplines																						WR Survey			WR Admin						
			Principal Engr (SAC)	Principal Engr (SAC)	Principal Engr (OAK)	Principal Planner I (SAC)	Principal Engineer I (SAC)	Asso Tranp (SAC)	Senior Engineer III (SAC)	Senior Engineer III (OAK)	Senior Engineer I (SAC)	Senior Engineer I (SAC)	Project Engineer I (SAC)	Project Engineer I (OAK)	Project Planner I (SAC)	Engineer II (SAC)	Engineer II (SAC)	Engineer II (SAC)	Engineer II (SAC)	Assistant Engineer (OAK)	SR CAD Tech II (SAC)	Principal GIS I (SAC)	CAD Tech	Surveyor II	2 Person Survey Crew	3 Person Survey Crew	Project Coordinator	Administrative Asst	Subtotal	ODC	WR Mark Up	Reimbursables	Subtotals
	No.	Units	$ 350	$ 315	$ 345	$ 315	$ 315	$ 315	$ 285	$ 325	$ 275	$ 275	$ 275	$ 275	$ 250	$ 265	$ 235	$ 235	$ 215	$ 255	$ 220	$ 315	$ 170	$ 235	$280	$400	$190	$150			10%		
Task 1 Project Initiation & Review of Existing Information																																		
1.1 Kickoff Meeting with City Staff	1	Mtg	1	1	1	-	-	-	1	3	-	-	-	-	-	-	-	-	-	-	-	-	-						$ 2,270		-	-	$ 2,270
1.2 Review of Existing Data			-	-	-	-	-	-	8	8	12	-	-	-	-	16	16	-	-	8	-	-	-						$ 18,220		-	-	$ 18,220
1.3 Project Execution Plan	1	Plan	1	-	-	-	-	-	-	8	-	-	-	-	-	-	-	-	-	-	-	-	-						$ 3,300		-	-	$ 3,300
Subtotal:			3	1	1	-	-	-	9	19	12	-	-	-	-	16	16	-	-	8	-	-	-	-	-	-	-	-	$ 23,790	-	-	-	$ 23,790
Task 2 Project Management																																		
2.1 Progress Meetings	14	Mtg	14	-	-	-	-	-	12	28	-	-	14	-	-	-	-	-	-	-	-	-	-						$ 21,270				$ 21,270
2.2 Monthly Progress Reports	12	Rpt	6	-	-	-	-	-	3	30	-	-	-	-	-	-	-	-	-	-	-	-	-					12	$ 14,505				$ 14,505
2.3 Ongoing Coordination	12	Mo	-	-	-	-	-	-	12	96	16	-	-	-	-	-	-	-	-	-	-	-	-						$ 39,020				$ 39,020
Subtotal:			20	-	-	-	-	-	27	154	16	-	14	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12	$ 74,795	-	-	-	$ 74,795
Task 3 Field Verification & Data Collection																																		
3.1 Retention Basins	10	Sites	-	-	-	-	-	-	-	2	-	-	-	-	-	10	-	-	-	2	-	-	-						$ 3,810		-	$ 1,000	$ 4,810
3.2 Detention Basins	10	Sites	-	-	-	-	-	-	-	6	-	-	-	-	-	22	-	-	-	12	-	-	-						$ 10,840		-	$ 1,000	$ 11,840
3.3 New Trash FCS Locations	10	Sites	-	-	-	-	-	-	-	6	-	-	-	-	-	32	-	-	-	10	-	-	-						$ 12,080		-	$ 1,000	$ 13,980
3.4 Citywide Flow Paths and Untreated Areas			-	-	-	-	-	-	-	4	-	-	-	-	-	-	28	-	-	-	-	2	-						$ 8,510		-	-	$ 8,510
3.5 Private Properties with Trash FCS Identified			-	-	-	-	-	-	-	4	-	-	-	-	-	-	22	-	-	-	-	2	-						$ 7,100		-	-	$ 7,100
3.6 Caltrans Coordination and Screening			-	-	-	-	-	-	-	2	-	-	-	-	-	-	12	-	-	-	-	-	-						$ 3,470		-	-	$ 3,470
Subtotal:			-	-	-	-	-	-	-	24	-	-	-	-	-	64	62	-	-	24	-	4	-	-	-	-	-	-	$ 46,710	-	-	$ 2,000	$ 49,710
Task 4 Regulatory & Interagency Coordination																																		
4.1 RWQCB & Permitting Agency Coordination			2	-	-	-	-	-	-	8	-	-	-	-	-	-	24	-	-	-	-	-	-						$ 8,940		-	-	$ 8,940
4.2 Private Property Utility Coordination			-	-	-	-	-	-	-	6	-	-	-	-	-	-	22	-	-	-	-	-	-						$ 7,120		-	-	$ 7,120
4.3 Support City with Easements/Access Issues			2	-	-	-	-	-	-	12	-	-	-	-	-	12	12	-	-	-	-	-	-						$ 10,600		-	-	$ 10,600
Subtotal:			4	-	-	-	-	-	-	26	-	-	-	-	-	12	58	-	-	-	-	-	-	-	-	-	-	-	$ 26,660	-	-	-	$ 26,660
Task 5 FCS Design (PS&E)																																		
5.1 Basis of Design	1	BoD	4	6	2	-	-	-	-	24	-	-	-	-	40	-	-	-	-	-	-	-	-						$ 22,380		-	-	$ 22,380
5.2 Geotechnical Investigation	1	Boring	-	-	-	-	15	-	-	-	-	30	-	-	-	-	60	-	-	-	-	-	-						$ 27,075	$ 13,600	$ 1,360	-	$ 42,035
5.3 Hydrology and Hydraulic Modeling	2	Model	-	20	4	-	-	-	-	-	-	-	30	-	-	64	-	-	-	-	-	4	-						$ 33,880		-	-	$ 33,880
5.4 Topographic and Utility Surveying	2	Survey	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			45			$ 18,080	$ 22,500	$ 2,250	-	$ 42,750
5.5 Preliminary Design (30%) - Field Verification & Retrofits Needs	17	Sht	-	-	4	-	-	-	8	40	30	-	-	-	100	-	-	-	-	80	20	-	-						$ 81,710		-	-	$ 81,710
5.6 Intermediate Design (60%) - Retrofit Design	26	Sht	-	-	4	-	-	-	2	56	32	-	-	-	90	-	-	-	-	118	40	-	-						$ 97,190		-	-	$ 97,190
5.7 Pre-Final Design (90%) - New Systems	27	Sht	-	-	4	-	-	-	6	58	57	-	-	-	60	-	-	-	-	94	24	-	-						$ 82,765		-	-	$ 82,765
5.8 Final Design (100%) - Comprehensive Design Package	27	Sht	-	-	4	-	-	-	2	44	8	-	-	-	48	-	-	-	-	40	6	-	-						$ 44,220		-	-	$ 44,220
5.9 Final Design - PS&E QA/QC			-	-	-	-	-	16	8	-	-	-	-	-	-	-	-	-	-	-	-	-	-						$ 7,320		-	-	$ 7,320
Subtotal:			4	26	22	-	15	16	26	222	167	30	30	-	338	64	60	-	-	338	90	4	-	-	-	-	45	-	-	$ 414,540	$ 36,100	$ 3,610	-	$ 454,250
Task 6 Permitting																																		
6.1 Prepare Permitting Documentation (Caltrans, RWQCB)	4	Exh	-	-	-	-	-	-	-	8	-	-	-	-	16	-	-	-	-	-	-	-	-						$ 6,840				$ 6,840
6.2 Jurisdictional Screening Memorandum	1	Letter	-	-	-	2	-	-	-	1	-	-	-	24	-	-	-	-	-	-	-	-	-						$ 6,630				$ 6,630
Subtotal:			-	-	-	2	-	-	-	9	-	-	-	24	16	-	-	-	-	-	-	-	-	-	-	-	-	-	$ 13,470	-	-	-	$ 13,470
Task 7 Bid Phase Support																																		
7.1 Pre-Bid Conference	1	Mtg	2	-	-	-	-	-	-	2	-	-	-	-	2	-	-	-	-	-	-	-	-						$ 1,880		-	-	$ 1,880
7.2 Pre-Bid RFI Responses	5	RFI	-	-	-	-	-	-	1	16	4	-	-	-	-	-	-	-	-	-	-	-	-						$ 6,585		-	-	$ 6,585
7.3 Bid Result Summary	1	Table	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-						-				-
7.4 Conformed Set of Drawings	1	Set	-	-	-	-	-	-	1	1	2	-	-	-	-	12	-	-	-	-	4	-	-						$ 5,220		-	-	$ 5,220
Subtotal:			2	-	-	-	-	-	2	19	6	-	-	-	-	14	-	-	-	-	4	-	-	-	-	-	-	-	$ 13,685	-	-	-	$ 13,685
Task 8 Construction Support Services																																		
8.1 Pre-Construction Meeting	1	Mtg	2	-	-	-	-	-	2	2	2	-	-	-	2	-	-	-	-	-	-	-	-						$ 3,000		-	-	$ 3,000
8.2 Monthly Construction Meetings	6	Mtg	-	-	-	-	-	-	-	6	6	-	-	-	-	-	-	-	-	-	-	-	-						$ 3,600		-	-	$ 3,600
8.3 RFI Responses	50	RFI	-	-	-	-	-	-	-	80	20	-	-	-	100	-	-	-	-	-	-	-	-						$ 58,000		-	-	$ 58,000
8.4 Submittal Reviews	50	Sub	-	-	-	-	-	-	-	120	25	-	-	-	150	-	-	-	-	-	-	-	-						$ 84,525		-	-	$ 84,525
8.5 Shop Drawing Reviews	4	Reviews	-	-	-	-	-	-	-	40	16	-	-	-	8	-	-	-	-	-	-	-	-						$ 21,720		-	-	$ 21,720
8.6 Site Visits	4	Visits	-	-	-	-	-	-	-	-	10	-	-	-	24	-	-	-	-	-	-	-	-						$ 9,110		-	-	$ 9,110
8.7 Record Drawings	42	Sht	-	-	-	-	-	-	2	4	10	-	-	-	24	-	-	-	-	-	20	-	-						$ 15,380		-	-	$ 15,380
Subtotal:			2	-	-	-	-	-	4	252	93	-	-	-	308	-	-	-	-	-	20	-	-	-	-	-	-	-	$ 195,335	-	-	-	$ 195,335
Total			35	27	23	2	15	16	68	724	294	30	50	24	768	200	60	-	370	114	8	-	-	-	45	-	12	$ 808,985	$ 36,100	$ 3,610	$ 3,000	$ 851,695

February 17, 2026

Agenda Item 1.G

RECOMMENDATION

Staff recommends that City Council receive an informational update regarding the six (6) Capital Improvement Projects for the Corral Hollow Corridor widening from Parkside Drive to Interstate 580.

EXECUTIVE SUMMARY

Staff recommends that the City Council receive an update regarding the Corral Hollow Corridor projects. These projects consist of roadway widening and intersection improvements along Corral Hollow Road from Parkside Drive to Interstate 580 (I-580). Upon completion, the projects will enhance traffic flow, safety, and multimodal connectivity to mitigate congestion, improve regional accessibility, and support long-term transportation planning that aligns with development and community needs.

BACKGROUND

Corral Hollow Road from Parkside Drive to the I-580 interchange is a major arterial north-south connection for the City (Corral Hollow Corridor). The City's 2012 Transportation Master Plan (TMP) identified widening Corral Hollow Road from Parkside Drive to I-580 as a necessary improvement to mitigate congestion and improve access to accommodate growth within the City limits. With the development of the Ellis and Tracy Hills projects, widening and improving this portion of Corral Hollow Road is critical to moving traffic of all modes to and from the northern and southern areas of the City.

Improvements within the Corral Hollow Corridor are divided into six (6) Capital Improvement Projects (CIPs) (see Attachment A) for implementation based on the availability of funds, grant timeline constraints, and to coordinate with outside agencies such as Pacific Gas & Electric (PG&E) and Union Pacific Railroad (UPRR) to minimize project delays. The projects are as follows:

Project 1 – [CIP 72124] - Corral Hollow and Valpico Road Intersection Temporary Traffic Signal Installation

Project 2 - [CIP 72095] - Corral Hollow and Valpico Road Intersection Roadway Widening with Permanent Traffic Signal Installation

Project 3 - [CIP 72104] - Corral Hollow and Linne Road Intersection Roadway Widening, Union Pacific Railroad (UPRR) Crossing Improvements, with Traffic Signal Installation

Project 4 - [CIP 73144] - Corral Hollow Roadway Widening – North: Parkside Drive to Linne Road

Project 5 - [CIP 73161] – Corral Hollow Roadway Widening – South: Linne Road to the California Aqueduct

Project 6 - [CIP 73198] Corral Hollow Road at Interstate 580 Interchange Improvements City staff partnered with Tracy Hills Development to apply for multiple grants to support the projects within the Corral Hollow Corridor. In January 2025, the City received a Notice of Award that it received a $41.3 million grant from the United States Department of Transportation (USDOT) Multimodal Project Discretionary Grant (MPDG) – Rural Grant Program for Fiscal Year 2025/2026 (FY25/26), which will contribute $5.3 million towards Phase 3, $20.8 million towards Phase 5, and $15.2 million towards Project 6 within the Corral Hollow Corridor Project.

ANALYSIS

Completed Projects

Project 1 – [CIP 72124] - Corral Hollow and Valpico Road Intersection Temporary Traffic Signal Installation:

The Temporary Traffic Signal construction Project at Corral Hollow Road and Valpico Road was awarded to Tennyson Electric of Livermore, California under an urgency ordinance on June 15, 2022. The temporary signal was activated in November 2023; however, after observing the signal operation and resulting driver behavior, the signal was placed in flash mode. Project 1 improvements were officially accepted on February 6, 2024, under Resolution No. 2024-012.

Projects Under Construction

Project 2 - [CIP 72095] - Corral Hollow and Valpico Road Intersection Roadway Widening with Permanent Traffic Signal Installation:

The Permanent Traffic Signal and Intersection Widening Project at Corral Hollow Road and Valpico Road was awarded to Dirt Dynasty, Inc., of Farmington, California, on November 7, 2023, under Resolution No. 2023-222 for $2,765,226. Construction began in early 2024, with the clearing and grubbing activities performed by the City contractor to prepare the site for outside utility undergrounding work. PG&E was scheduled to start work in early 2024, but due to global supply chain issues, they were unable to start work until late Summer 2024. PG&E released the site to other utility companies to underground their utility assets in December 2024. Utility companies American Telephone &Telegraph (AT&T) and Comcast have been working on the site since

Spring 2025. In September 2025, to expedite construction, engineering staff gave notice to resume work (which was put on hold in the first quarter of 2024) to the general contractor Dirt Dynasty, Inc. The contractor has already started working in areas that were available to them outside the utility relocation work zone. In January 2026, Utility relocation work was completed by AT&T and Comcast. The City contractor has resumed the remainder of the intersection improvement work. Project 2 is anticipated to be completed by Spring 2026.

Projects Under Design and Upcoming Construction

PROJECT 3 [CIP 72104] - Corral Hollow and Linne Road Intersection Roadway Widening, UPRR Crossing Improvements, with Traffic Signal Installation:

The Corral Hollow Road and Linne Road Intersection improvement project CIP 72104 includes the widening of Corral Hollow Road, an upgrade to the at-grade UPRR gate crossing, installation of a pre-signal before the gate crossing to improve traffic management, and a new traffic signal at the Corral Hollow and Linne Road intersection.

As of April 2025, the engineer's estimate for construction is approximately $11.1 million. Currently, UPRR submitted plans to California Public Utilities Commission (CPUC) for project design approvals. UPRR and CPUC approvals may take approximately 18 months.

The right-of-way (ROW) acquisition is expected to be completed by FY26. Construction is targeted for FY27, pending approvals from UPRR and CPUC. CIP 72104 is anticipated to be open to traffic in FY29.

PROJECT 4 [CIP 73144] - Corral Hollow Roadway Widening – North: Parkside Drive to Linne Road:

The Corral Hollow Road Widening - North, under CIP 73144, will expand the nearly two-mile stretch of existing roadway between Parkside Drive and Linne. Project 4 will feature two travel lanes in each direction, a center dual-turn lane, service lanes, Class I/II bike lanes with curb, gutter, and sidewalk. Improvements will include a raised median and a Class I trail with sidewalk and bike path extensions occurring as adjacent properties develop.

Project 4 extends through both the City of Tracy and San Joaquin County, impacting ranchettes and residential developments. To address property owner concerns, City staff held multiple meetings with affected residents, San Joaquin County Public Works staff, and elected officials. These meetings allowed stakeholders to provide input. Based on the input received, City staff was able to minimize impacts on private properties. The Project's preliminary design was developed by Ruggeri-Jensen-Azar (RJA) Consulting Engineers of Pleasanton, California.

The engineer's estimate for the construction of Project 4, as of April 2025, is $26.7 million, based on the 95% design plans prepared by RJA Consulting Engineers of Pleasanton, California. Staff identified $13 million from Measure K and $1.88 million in eligible Core fees for use towards construction. On May 6, 2025, Resolution No. 2025-082, $14.88 million was appropriated to the Project 4 CIP budget. In coordination with internal stakeholders, staff identified the additional eligible funding from Tracy Infrastructure Master Plan (TIMP) Fees, Regional Transportation Impact Fees (RTIF), and Measure K (Bike & Ped) funds:

F362 – TIMP – Storm Drainage	$1,740,000
F365 – TIMP – Water	$ 750,000
F364 – TIMP – Wastewater	$ 56,000
F248 – RTIF	$7,300,000
F242 – Measure K – Bike & Ped	$ 100,000
Subtotal:	$9,946,000

The total available budget for CIP 73144, including these various sources, is $24.8 million. Based on the current project estimate, a shortfall of $1.9 million was identified for the construction of these improvements. Staff is seeking additional RTIF funds to address the shortfall.

Staff has requested San Joaquin Council of Governments (SJCOG) to commit available eligible funding within the RTIF Program for this CIP. Staff will confirm the budget prior to going out to bid in Summer 2026.

The right-of-way (ROW) acquisition is completed for Phase 4. Phase 4 is anticipated to begin construction as early as Fall 2026, contingent upon completion of the utility relocation work. Existing utility relocation is a critical task for this project. Currently, to avoid construction delays, as experienced during Project 2 construction, City staff is proactively conducting bi-weekly meetings with the utility owner representatives and asking them to prepare plans and schedule their relocation work before Project 4 goes out to bid in Summer 2026.

PROJECT 5 [CIP 73161] – Corral Hollow Roadway Widening – South: Linne Road to the California Aqueduct:

CIP 73161 Corral Hollow Road Widening Project – South is a roadway improvement initiative expanding Corral Hollow Road from a two-lane roadway to a four-lane major arterial between Linne Road and the California Aqueduct. Project 5 includes City and developer constructed segments, which will include road widening, multimodal transportation enhancements, the addition of a Class I trail, and modifications to ensure the project does not impact Tracy Municipal Airport operations.

The Tracy Hills Development is responsible for funding the design and construction for the improvements from Linne Road and to the southernmost boundary of the Tracy Hills Specific Plan. Within the project, various sub-project areas are anticipated based on timing of development and triggers within the Tracy Hills Specific Plan. In some project phases, the developer may be completing the construction as part of their off-site improvements, such as frontage along Tracy Hills Phase 1A, 2A, and Hillview developments. In other areas, the developer is working with staff on funding the improvements through grants, impact fees, and other sources. Final construction is anticipated to be complete by 2030-2031.

The bridge expansions at the Delta Mendota Canal and the California Aqueduct are currently in the planning phase to prepare for future design and construction by the City. Design and agency approvals are expected to be completed within three (3) years. Upon design approval, Construction is anticipated to begin in 2028 and open to the public by 2030.

In January 2025, the City was awarded a $41.3 million grant from the United States Department of Transportation (USDOT) Multimodal Project Discretionary Grant (MPDG) – Rural Grant Program for FY25/26, $20.8 million will go towards Phase 5 construction within the Corral Hollow Corridor Project.

The roadway improvements along Corral Hollow Road from the Delta Mendota Canal to the Southernmost boundary of APN 253-020-23 are presently proposed as part of the Tracy Hills Commerce Center development. The developer will be responsible for constructing these improvements, which remain under design review (ENG23-0013) and are pending finalization by the City. Final construction is anticipated to be completed by 2027-2028.

PROJECT 6 – [CIP 73198] Corral Hollow Road at Interstate 580 Interchange Improvements:

The I-580/Corral Hollow Road Interchange Project will widen the freeway overpass and upgrade the ramps to improve access and increase capacity at the interchange. It is an obligation of the Tracy Hills Development Project as identified in the Tracy Hills Environmental Impact Report (EIR). The City is working directly with the California Department of Transportation (Caltrans) to finalize the design and advance Project 6 to construction.

The total CIP 73198 cost is estimated at $70 million. Project 6 is currently in the planning and environmental phase (PA&ED). The Project is expected to enter the ROW acquisition phase in 2027, with construction anticipated to begin in 2028 and open to the public by 2030.

In January 2025, the City was awarded a $41.3 million grant from the United States Department of Transportation (USDOT) Multimodal Project Discretionary Grant (MPDG) – Rural Grant Program for FY25/26, $15.2 million will go towards Phase 6 construction within the Corral Hollow Corridor Project.

The City has applied for additional Federal, state and local grants, requesting additional funding towards these improvements.

Other CIP projects under construction on Corral Hollow Road

CIP 74165 Choke Point Sewer Projects:

The Project includes the construction of approximately 8,159-feet of 21-inch-diameter trunk sewer main running under Corral Hollow Road from Parkside Drive to Fieldview Drive. Project construction started in Fall 2024 and is close to completion pending minor inspections.

CIP 73193 Phase 2 Pavement Rehabilitation Projects from Parkside Drive to Eleventh Street:

The project includes pavement rehabilitation, upgrades to the sidewalk, curb ramp modifications, curb and gutter repairs, sidewalk, repairs, utility cover adjustments, pedestrian crossing push button installation, and complete pavement striping and markings along Corral Hollow Road.

CIP 72113 Corral Hollow Road Adaptive Traffic Signal system between Schulte Road and Grant Line Road:

The scope of work includes installation of fiber optic signal interconnect wiring, upgrade of signal controller equipment as needed, installation of appropriate traffic control software and adaptive module, conduit installation as needed, pull box replacement and installation, and replacement of existing sidewalk due to conduit and pull box installation, and in roadway trenching. The purpose of the project is to enhance the efficiency of the traffic management system within the project's designated limits. The project is necessary to reduce congestion and improve traffic flow.

FISCAL IMPACT

The Corral Hollow Corridor consists of six (6) projects which are funded through various sources of grants, development impact fees, and developer contributions. Staff will return with specific budgets through the adoption and updates of individual Capital Improvement Projects.

CEQA DETERMINATION

On February 20, 2018, the City of Tracy adopted the Mitigated Negative Declaration for Project 4, CIP 73144, to reconstruct and widen an approximately two mile segment of Corral Hollow Road from two lanes to four lanes (State Clearing House (SCH) #2017102075) per Resolution No. 2018-029. The project included the signalization of Corral Hollow Road and Valpico Road, which was later divided to expedite construction under Project 2 CIP 72095. This specific project was within the scope of the previously adopted California Environmental Act (CEQA) document, and there is not any new information or modifications that warrant a Subsequent or Supplemental CEQA document pursuant to CEQA Guidelines Section 15162.

On November 7, 2023, the City of Tracy adopted the Mitigated Negative Declaration for Project 3, CIP 72104, to reconstruct and widen the intersection of Corral Hollow Road and Linne Road from two lanes to four lanes (State Clearing House (SCH) #2022110250) per Resolution No. 2023-227.

The CEQA notice of determination, which is the last stage of CEQA was filed with San Joaquin County and the Office of Planning and Research in October 2024.

Project 3, CIP 72104, received National Environmental Protection Act (NEPA) approval in May 2024, and no further environmental review is necessary for this Project.

Project 5, CIP 73161, CEQA and NEPA approval is in progress, and the expected approval is by Winter 2026

Project 6, CIP 73198 The project is expected to obtain CEQA and NEPA approval by Summer 2026.

STRATEGIC PLAN

The Corral Hollow Corridor Project enhances the City Council's Strategic Priority for Quality of Life through advanced green and roadway infrastructure projects that improve connectivity, reduce climate impacts, and improve the appearance of the City.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that City Council receive an informational update regarding the six (6) Capital Improvement Projects for the Corral Hollow Corridor widening from Parkside Drive to Interstate 580.

Prepared by: Sharatchandra Bandugula, PE, Assistant City Engineer

Reviewed by: Even Marcelo, PE, City Engineer
Anush Nejad, PE, Public Works Director
Sara Castro, Finance Director
L. David Nefouse, City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENT:

Attachment A – Corral Hollow Corridor Project Exhibit

N

CORRAL HOLLOW ROAD WIDENING
PARKSIDE DRIVE TO LINNE ROAD
CIP 73144
CITY OF TRACY,
COUNTY OF SAN JOAQUIN,
CALIFORNIA

SHEET 1 OF 3

CORRAL HOLLOW ROAD WIDENING
LINNE ROAD TO CALIFORNIA AQUADUCT
CIP 73161
CITY OF TRACY,
COUNTY OF SAN JOAQUIN,
CALIFORNIA

N

CORRAL HOLLOW ROAD WIDENING
I580/CORRAL HOLLOW ROAD INTERCHANGE
CIP 73198
CITY OF TRACY,
COUNTY OF SAN JOAQUIN,
CALIFORNIA

Corral Hollow Corridor

Informational Project Updates

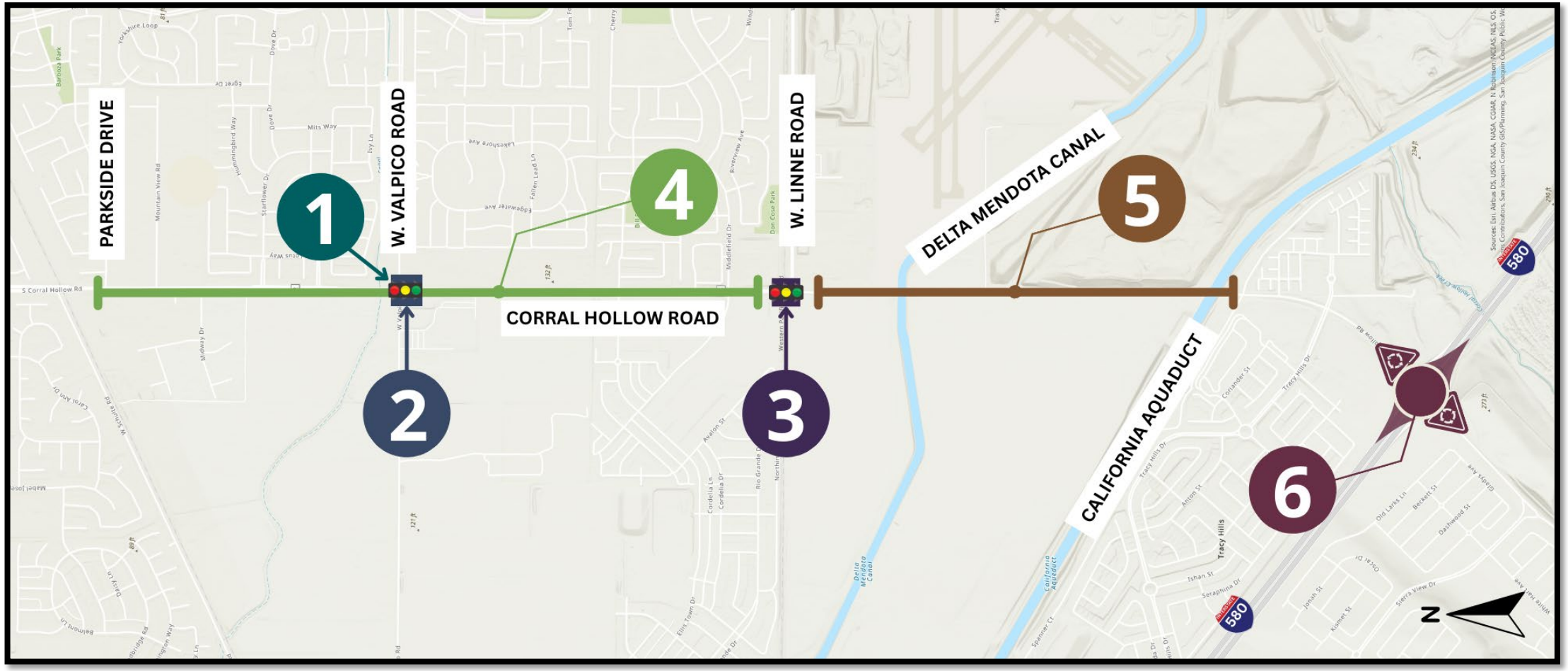
February 17, 2026

Corral Hollow Corridor Project Overview

The Corral Hollow Corridor includes six projects that construct roadway improvements along **Corral Hollow Road** from **Parkside Drive** to **Interstate 580 (I-580)**.

1. Project 1 – CIP 72124 – Corral Hollow Road and Valpico Road Intersection Temporary Traffic Signal Installation
2. Project 2 – CIP 72095 – Corral Hollow Road and Valpico Road Intersection Roadway Widening and Permanent Traffic Signal Installation
3. Project 3 – CIP 72104 – Corral Hollow Road and Linne Road Intersection Roadway Widening, Union Pacific Railroad (UPRR) Crossing Improvements, with Traffic Signal Installation
4. Project 4 – CIP 73144 – Corral Hollow Roadway Widening – North: Parkside Drive To Linne Road
5. Project 5 – CIP 73161 – Corral Hollow Roadway Widening – South: Linne Road to the California Aqueduct
6. Project 6 – CIP 73198 – Corral Hollow Road at Interstate 580 Interchange Improvements

Corral Hollow Corridor Project Locations



Think Inside the Triangle™

EXISTING ROADWAY OVERVIEW

Think Inside the Triangle℠

Projects Completed & Under Construction

Project 1 – CIP 72124 – Construct Temporary Signals at Corral Hollow Road and Valpico Road Intersection.

- Accepted February 6, 2024, under Resolution No 2024-12

Project 2 – CIP 72095 – Permanent Traffic Signal and Intersection Improvements at Corral Hollow Road and Valpico Road Intersection.

- Construction Contract awarded to Dirt Dynasty, Inc., November 7, 2023, under Resolution No. 2023-222

Projects in Design
Project 3 – CIP 72104 – Corral Hollow Road and Linne Road Intersection Improvements

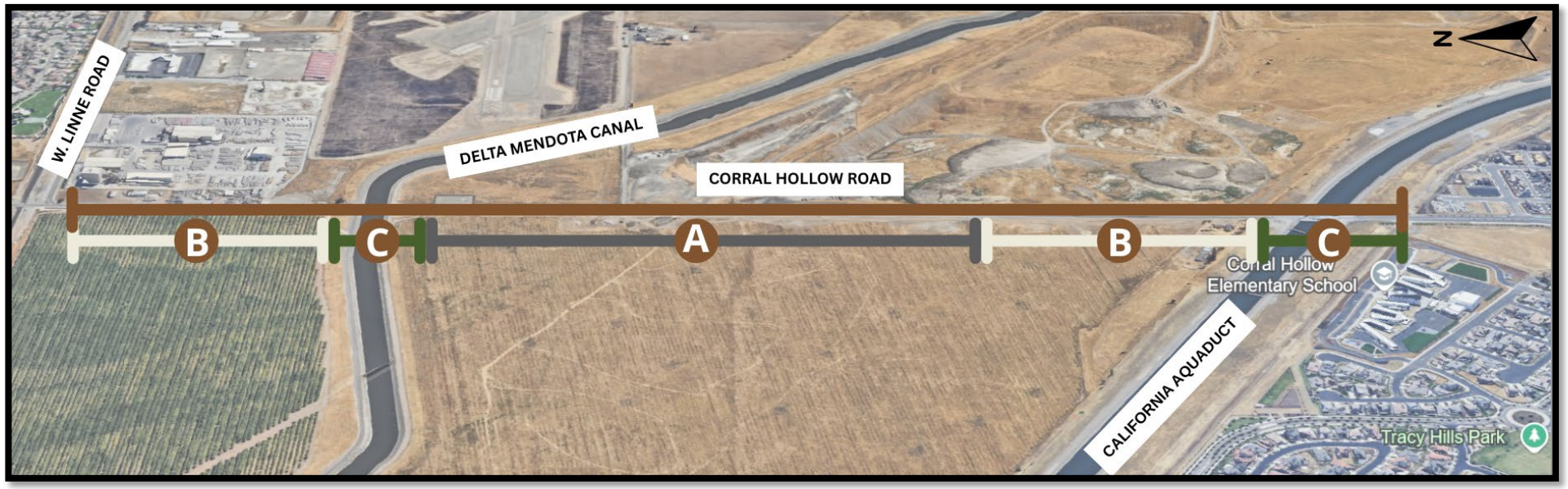
Updates as of April 2025	
Project Status:	Right of Way Acquisition
Engineer's Estimate to Construct:	$11.1 Million
Anticipated Start of Construction:	2027
Delivery Agency:	City of Tracy
Funding Assumed Available:	$6.9 Million
Funding Deficit (if any):	$4.2 Million

Project 4 – CIP 73144
Corral Hollow Road Widening - North

Updates as of April 2025	
Project Status:	95% Design
Engineer's Estimate to Construct:	$26.7 Million
Anticipated Start of Construction:	Fall 2026
Delivery Agency:	City of Tracy
Funding Assumed Available:	$24.8 Million
Funding Deficit (if any):	$1.9 Million

TRACY
Think Inside the Triangle™

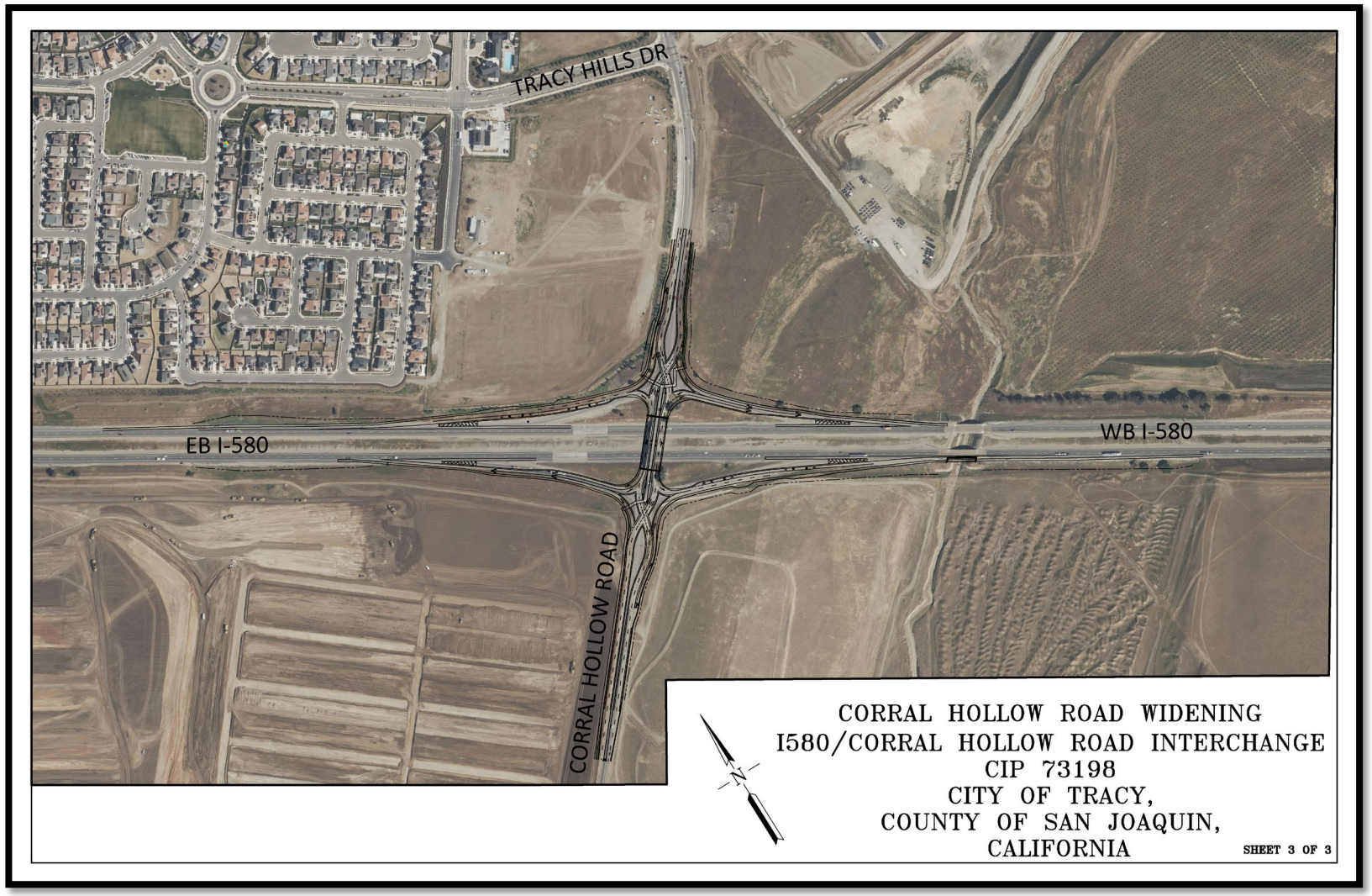
Project 5 – CIP 73161
Corral Hollow Road Widening - South



Updates as of April 2025			
Project Segment:	**A**	**B**	**C**
Project Status:	95% Design	65% Design	PA&ED
Engineer's Estimate to Construct:	$51.8 Million (A+B+C)		
Anticipated Start of Construction:	2026	2028 to 2030	2028
Delivery Agency:	Tracy Hills Commerce Center	Tracy Hills - Integral	City of Tracy
Funding Assumed Available:	$20.8 Million – MPDG Rural Grant and Developer Coordinated Project Funding		

Think Inside the Triangle™

Project 6 – CIP 73198
Corral Hollow Road at I-580 Interchange



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Project 6 – CIP 73198
Corral Hollow Road at I-580 Interchange
Project Details

Updates as of January 2026	
Project Status:	PA&ED Phase
Engineer's Estimate to Construct:	$70 Million
Anticipated Start of Construction:	2028
Delivery Agency:	City of Tracy
Funding Assumed Available:	$15.2 Million– MPDG Rural Grant and Developer Coordinated Project Funding

Think Inside the Triangle™

Ongoing CIP Projects on Corral Hollow Corridor

CIP 74165 – Choke Point Sewer Project

Updates as of January 2026	
Project Status:	Under Construction
Engineer's Estimate to Construct:	$9.8 Million
Anticipated Start of Construction:	Spring 2026
Delivery Agency:	Tracy Hills - Integral

Ongoing CIP Projects on Corral Hollow Corridor

CIP 73193 Phase 2 – Pavement Rehabilitation Projects from Parkside Drive to 11th Street

Updates as of January 2026	
Project Status:	PS&E Phase
Engineer's Estimate to Construct:	$1.5 Million
Anticipated Start of Construction:	Spring 2027
Delivery Agency:	City of Tracy
Funding Assumed Available:	$2.1 Million

TRACY

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Ongoing CIP Projects on Corral Hollow Corridor

CIP 72113 - Corral Hollow Road Adaptive Traffic Signal System between Schulte Road and Grant Line Road

Updates as of January 2026	
Project Status:	PS&E
Engineer's Estimate to Construct:	$3 Million
Anticipated Start of Construction:	Summer 2027
Delivery Agency:	City of Tracy
Funding Assumed Available:	$877,000 (CMAQ Grant)
Funding Shortfall	$2.1 Million

TRACY

Think Inside the Triangle™

Questions or Comments

February 17, 2026

Agenda Item 1.H

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving Amendment No. 1 to the Master Professional Services Agreement with Mark Thomas & Company, Inc., a California Corporation, to provide Roadway Design Services, increasing the not-to-exceed amount to $1,000,000 per fiscal year.

EXECUTIVE SUMMARY

This agenda item seeks the adoption of a resolution by City Council authorizing Amendment No. 1 to the Master Professional Services Agreement (MPSA) with Mark Thomas & Company, Inc., a California Corporation, for providing roadway design services. The amendment increases the current not-to-exceed fiscal year amount from $600,000 to $1,000,000 to cover additional support for roadway design, including the design of existing and new roadways, road widening, roadway repair and safety enhancements, intersection improvements, Americans with Disabilities Act (ADA) compliance, sidewalk curb and gutter improvements, bicycle facility improvements, and pavement rehabilitation.

BACKGROUND AND LEGISLATIVE HISTORY

On March 1, 2024, the City issued a Request for Proposals (RFP) for On-Call Roadway and Utility Design Services. The requested services include, but are not limited to, the preparation of Plans, Specifications, and Estimates, engineering operational support, and environmental document preparation. On April 4, 2024, the City received nine separate proposals, including one from Mark Thomas & Company, Inc. The City's consultant Selection Committee carefully evaluated all the proposals received based on the criteria described in the RFP. The Selection Committee determined that all the consultants possessed the skills, experience, competence, professional qualifications, and certifications required to provide the roadway and utility design services requested by the City.

On June 4, 2024, the City Council adopted Resolution No. 2024-084 approving the nine consultants for an On-Call List (List) for professional services valid for five years. This On-Call List of selected Consultants created an efficient process for future project proposal requests and does not bind the City or its budgets to a particular scope of work until it is required as City needs arise. Having previously undertaken the public contracting procedures for each consultant on the List, as the project needs arise, the City may more readily move into contracting with one of the consultants on the List and then return to the City Council for approval of a project-specific Professional Services Agreement.

ANALYSIS

The City of Tracy Engineering Division consists of the Capital Improvement Program (CIP), and Traffic Engineering, to include a variety of projects generally consisting of roadway design, including the design of existing and new roadways, road widening, roadway repair safety enhancements, intersection improvements, ADA compliance, sidewalk, curb and gutter improvements, bicycle facility improvements, pavement rehabilitation. Utility Design includes potable and non-potable water facilities, sewer system facilities (including lift stations), storm drain system facilities, and pump stations.

The need to utilize a capable and qualified consultant for roadway design services has prompted staff to recommend that the City Council award an MPSA to consultant to assist with engineering projects. Engineering staff have successfully worked with the consultant since 2017 on several CIPs and seek to continue to utilize their services to further implement roadway improvements for the community.

Following the full execution of the MPSA, multiple task orders were issued to Mark Thomas & Company, Inc. for related roadway design services. These tasks have incurred costs that exceed the maximum budget allowed for the current fiscal year, and some tasks remain pending completion. To ensure that these tasks can be resumed and completed promptly, staff recommends that the City Council approve Amendment No. 1 to the Mark Thomas & Company MPSA, to increase the current not-to-exceed fiscal year funding limit from $600,000 to $1,000,000.

FISCAL IMPACT

The cost of the work performed by the consultant will be cost-recoverable in part, through the developer's fee, Capital Improvement Project budgets, or Federal and State grant funds. Funding for the agreement with Mark Thomas & Company, Inc. exists on an annual basis within the department's adopted budget, and the contract includes the ability to terminate if there is insufficient budget availability.

CEQA DETERMINATION

The MPSA is for services equivalent to "planning and feasibility services" and, therefore, is not considered a "project" as defined by Section 21065 of the Public Resources Code. Any projects for which such services are performed will be reviewed as required under the California Environmental Quality Act (CEQA) before future discretionary actions are taken.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Infrastructure and Quality of Life Strategic Priorities, by ensuring the continued development and maintenance of essential infrastructure systems that are safe, efficient, and resilient. Investing in high-quality infrastructure enhances the community's overall quality of life by improving public amenities, safeguarding health and safety, and supporting economic vitality. Reliable utility systems and well-designed roadway improvements foster a thriving environment for residents and businesses, while promoting connectivity and accessibility throughout the City.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution approving Amendment No. 1 to the Master Professional Services Agreement with Mark Thomas & Company, Inc., a California Corporation, to provide Roadway Design Services, increasing the not-to-exceed amount to $1,000,000 per fiscal year.

Prepared by: Sara Remonda, Management Analyst

Reviewed by: Even Marcelo, PE, City Engineer
Anush Nejad, PE, Public Works Director
Sara Castro, Finance Director
Kamalpreet Gill, Deputy City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS:

Attachment A – Amendment No.1 to MPSA with Mark Thomas & Company, Inc.

Amendment No. 1
To Master Professional Services Agreement
with
Mark Thomas & Company, Inc.

This Amendment No. 1 (**Amendment**) to the Master Professional Services Agreement entered between the City of Tracy, a municipal corporation (**City**), and Mark Thomas & Company, Inc., a California Corporation (**Consultant**) dated February 17, 2026 (**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 Master Professional Services Agreement was executed pursuant to the authority granted in Resolution No. 2024-156 approved by the Tracy City Council on September 17, 2024.

B. City and Consultant now seek to amend the agreement by increasing the current not-to-exceed fiscal year amount from $600,000 to a new not-to-exceed fiscal year amount of $1,000,000.

C. The term of the original Agreement expires on June 04, 2027.

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. **Annual Total Not to Exceed Amount**. Consultant's total compensation for all Task Orders and Services under this Agreement shall not exceed $1,000,000.00 (One Million Dollars) per City fiscal year ("Total Not-to-Exceed Amount"). Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the Total Not-to-Exceed Amount. Consultant acknowledges City has no obligation to compensate or reimburse Consultant for any fees or costs incurred in excess of the Total Not-to-Exceed Amount. Unless specifically stated otherwise or agreed to in writing and approved by City Council, the fees proposed by Consultant, as set forth in Exhibit B of the MPSA, shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement.

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

By: _____
Dan Arriola

Title: Mayor

Date: _____

Consultant

By: _____
Matt Brogan, PE

Title: Principal and Vice President

Date: 1/14/2026

Federal Tax Employer ID No.94-1451490

Attest:

By: _____
April B. A. Quintanilla, City Clerk

By: _____
Kimberly Post

Title: Chief Financial Officer
Date: 1/14/2026

Approved as to form.

By: _____
L. David Nefouse, City Attorney

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2026- _____

APPROVING AMENDMENT NO. 1 TO THE MASTER PROFESSIONAL SERVICES AGREEMENT WITH MARK THOMAS & COMPANY, INC., A CALIFORNIA CORPORATION, TO PROVIDE ROADWAY DESIGN SERVICES, INCREASING THE NOT-TO-EXCEED AMOUNT TO $1,000,000 PER FISCAL YEAR.

WHEREAS, the City has a variety of Capital Improvement Program (CIP) projects, Land Development projects, and Transportation and Traffic projects requiring specialized professional services; and

WHEREAS, the City requires substantial roadway improvements, including the design of existing and new roadways, road widening, roadway repair safety enhancements, intersection improvements, Americans with Disabilities Act (ADA) compliances, sidewalk curb and gutter improvements, bicycle facility improvements, pavement rehabilitation; and

WHEREAS, the City requires the support of professional, technical, and related services from outside firms to perform these tasks; and

WHEREAS, on March 1, 2024, the City issued a Request for Proposals (RFP) for On-Call Roadway and Utility Design Services. The requested services include, but are not limited to, the preparation of Plans, Specifications, and Estimates, engineering operational support, and environmental document preparation; and

WHEREAS, on April 4, 2024, the City received nine separate proposals, including one from Mark Thomas & Company, Inc. The City's Consultant Selection Committee carefully evaluated all the proposals received based on the criteria described in the RFP. The Selection Committee determined that all the consultants possessed the skills, experience, competence, professional qualifications, and certifications required to provide the roadway and utility design services requested by the City; and

WHEREAS, on June 4, 2024, the City Council adopted Resolution No. 2024-084 approving the nine consultants for an On-Call List for professional services valid for five years; and

WHEREAS, following the full execution of the Master Professional Services Agreement (MPSA), multiple task orders were issued to Mark Thomas & Company, Inc. for related roadway design services. These tasks have incurred costs that exceed the maximum budget allowed for the current fiscal year, and some tasks remain pending completion. To ensure that these tasks can be resumed and completed promptly, staff recommends that the City Council approve Amendment No. 1 to the Mark Thomas & Company, Inc. MPSA, to increase the current not-to-exceed fiscal year funding limit from $600,000 to $1,000,000; and

WHEREAS, the cost of the work performed by the Consultant will be cost-recoverable in part, through the developer's fee, Capital Improvement Project budgets, or Federal and State grant funds. Funding for the agreement with Mark Thomas & Company, Inc. exists on an annual basis within the department's adopted budget, and the contract includes the ability to terminate if there is insufficient budget availability; and

WHEREAS, the approval requested for the Amendment to the MPSA is for services equivalent to "planning and feasibility services" and, therefore, is not considered a "project" as defined by Section 21065 of the Public Resources Code. Any projects for which such services are performed will be reviewed as required under the California Environmental Quality Act (CEQA) before future discretionary actions are taken; and

WHEREAS, this agenda item supports the City of Tracy's Infrastructure and Quality of Life Strategic Priorities, by ensuring the continued development and maintenance of essential infrastructure systems that are safe, efficient, and resilient. Investing in high-quality infrastructure enhances the community's overall quality of life by improving public amenities, safeguarding health and safety, and supporting economic vitality. Reliable utility systems and well-designed roadway improvements foster a thriving environment for residents and businesses, while promoting connectivity and accessibility throughout the City; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy, hereby, approves Amendment No. 1 to the Master Professional Services Agreement with Mark Thomas & Company, Inc., a California Corporation, to provide Roadway Design Services, increasing the not-to-exceed amount to $1,000,000 per fiscal year.

* * * * * * * * * * * * * *

The foregoing Resolution 2026-_____ was adopted by the Tracy City Council on 17th day of February 2026, 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:_____
APRIL B.A. QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

February 17, 2026

Agenda Item 1.I

RECOMMENDATION

Staff recommends that the City Council adopt an Ordinance authorizing an amendment to the contract between the City of Tracy and the California Public Employees' Retirement System Plan to end employee cost sharing of 3% for local Police members in the Tracy Police Officers Association, pursuant to Government Code section 20516.

BACKGROUND AND LEGISLATIVE HISTORY

At its January 20, 2026, regular meeting, the City Council unanimously approved the introduction of an Ordinance (Attachment A) on a first reading. Additional background regarding the proposed Ordinance is set forth in the staff report provided for that item in the agenda packet for January 20, 2026, regular City Council Meeting. The staff report may be accessed via the City's website at https://www.cityoftracy.org/government/city-council/council-meeting-agendas, or in person at the City Clerk's Office.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt an Ordinance authorizing an amendment to the contract between the City of Tracy and the California Public Employees' Retirement System Plan to end employee cost sharing of 3% for local Police members in the Tracy Police Officers Association, pursuant to Government Code section 20516..

Prepared by: Necy Lopez, Deputy City Clerk

Reviewed by: David Nefouse, City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Arturo M. Sanchez, Assistant City Manager

Attachments:
A: Ordinance

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF TRACY AND THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM PLAN TO END SECTION 20516 (EMPLOYEES SHARING ADDITIONAL COST) OF 3% FOR LOCAL POLICE MEMBERS IN THE TRACY POLICE OFFICERS ASSOCIATION.

WHEREAS, The Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets for the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said contract; and

WHEREAS, The Government Code sets forth procedures to amend this contract; and

WHEREAS, One of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of an ordinance to approve an amendment to said contract; and

WHEREAS, The following is a statement of the proposed change: To end Section 20516 (Employees Sharing Additional Cost) of 3% for local police members in the Tracy Police Officers Association; and

WHEREAS, A Resolution of Intention (Resolution # 2026-XXX) to approve the Public Employees' Retirement System contract amendment was adopted on January 20, 2026; and

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

SECTION 1. Incorporation of Recitals/Findings. The City Council finds and determines the foregoing recitals are true and correct and are hereby incorporated herein as findings and determinations of the City.

SECTION 2. That an amendment to the contract between the City Council of the City of Tracy and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked as Exhibit, and by such reference made part hereof as though herein set out in full.

SECTION 3. That the Mayor of the City of Tracy is hereby authorized, empowered, and directed to execute said amendment for and on behalf of the City of Tracy.

SECTION 4. CEQA Determination. The City Council finds and determines this Ordinance is not a project within the meaning of section 15378 of the CEQA Guidelines because it has no potential for resulting in physical change in the environment, either directly or ultimately. In the event that this Ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines section 15061(b)(3) because it can be seen with certainty to have no possibility of a significant effect on the environment.

SECTION 5. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Chapter. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, clause or phrase thereof irrespective of the fact that one or more other sections, subsections, clauses or phrases may be declared invalid or unconstitutional

SECTION 6. Effective Date. This ordinance shall become effective upon the thirtieth (30th) day after final adoption, and prior to the expiration of twenty (20) days from the passage thereof shall be published one in the Tracy Press, a newspaper of general circulation, published and circulated in the City of Tracy and thenceforth and thereafter the same shall be in full force and effect.

SECTION 7. Publication. The City Clerk is directed to publish this ordinance in a manner required by law.

SECTION 8. Codification. This Ordinance shall not be codified in the Tracy Municipal Code.

* * * * * * * * * * * * *

The foregoing Ordinance _____ was introduced at a regular meeting of the Tracy City Council on the 20th day of January 2026, and finally adopted on the _____ day of _____ 2026, 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:_____
APRIL B.A. QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

February 17, 2026

Agenda Item 1.J

RECOMMENDATION

Staff recommends that the City Council adopt a resolution:
(1) determining that compliance with standard procurement processes is not in the best interests of the City pursuant to Tracy Municipal Code Section 2.20.180 (b)(4) and dispensing such requirement for the actions herein, and;

(2) approving a Customer License Agreement with Cellebrite, Inc. for licensed digital forensics products for a total not to exceed amount of $70,000 and for the term of three (3) years, from February 27, 2026 to February 26, 2029.

EXECUTIVE SUMMARY

The Tracy Police Department is requesting approval to enter into a three-year agreement with Cellebrite Inc., a sole source provider of digital forensic extraction products. Cellebrite technology is critical to modern law enforcement investigations, providing the ability to lawfully access, extract, and analyze data from locked and encrypted mobile devices. The requested approval allows the Police Department to maintain access to these essential forensic tools, which are extensively utilized in criminal investigations.

BACKGROUND AND LEGISLATIVE HISTORY

Cellebrite Inc. is a globally recognized provider of digital forensic solutions, serving customers that include our Federal, State, and local partners including the Department of Defense, Department of Justice, Federal Bureau of Investigations, Sacramento Valley High Tech Internet Crimes Against Children (ICAC), intelligence organizations, military entities, and law enforcement agencies worldwide. The Tracy Police Department currently relies on Cellebrite's licensed forensic products to conduct lawful digital evidence extractions in support of criminal investigations.

ANALYSIS

Cellebrite products provide unique capabilities that are not available from other forensic vendors. These capabilities include advanced unlocking methods such as After First Unlock (AFU) and brute-force techniques, as well as full file-system and/or physical extractions from a wide range of mobile devices. Supported platforms include most leading Android manufacturers—such as Samsung, Xiaomi, LG, Huawei, Motorola, Sony, and Google—as well as Apple iOS devices, including the latest iPhones and iOS versions.

Mobile devices are a primary source of evidence in contemporary criminal investigations. Cellebrite technology enables law enforcement personnel to access locked and encrypted data, allowing for the lawful collection of critical digital evidence such as call logs, instant messages, chat communications, social media content, emails, images, and other stored information.

In accordance with law enforcement best practices, Cellebrite and GrayKey are the two primary forensic extraction platforms used by leading investigative agencies nationwide. Each utilizes proprietary technology dependent on device operating systems and encryption levels. The Tracy Police Department maintains an active license agreement with GrayKey, and both systems may be used independently or in conjunction with one another based on investigative needs. Due to their proprietary nature and exclusive capabilities, both vendors qualify as sole source providers.

The operational necessity of this technology is demonstrated by its frequent use. In 2024 and 2025, the Tracy Police Department's Digital Forensic Detective performed forensic extractions on more than 160 cellular devices using Cellebrite products.

Discontinuation of this service would significantly impact the Department's ability to collect and analyze digital evidence and would hinder criminal investigations. .

Given the sole source nature of Cellebrite's products, their proven effectiveness, and their critical role in supporting law enforcement operations, and that TPD also maintains an agreement with the similar vendor Graykey, staff recommends approval of the three-year agreement and authorization to dispense with the formal RFP process in accordance with the Tracy Municipal Code 2.20.140(b)(4).

FISCAL IMPACT

This agreement is not to exceed $70,000 for the term of three (3) years. This three-year agreement provides cost savings, as after careful evaluation, the department elected to downgrade from the unlimited package to a package more suitable for its needs.

The department's previous one-year agreement cost $46,982.

The funding for the agreement will come from the department's operational budget.

PUBLIC OUTREACH/ INTEREST

This is a routine operational item. No public outreach or interest was sought.

COORDINATION

This is a routine operational item. No public outreach or interest was sought.

CEQA DETERMINATION

The proposed action is not a "project" under the California Environmental Quality Act "CEQA." Pursuant to CEQA Guidelines Section 15061(b)(3), there is no possibility that this action will have an effect on the physical environment.

STRATEGIC PLAN

This item supports City Council's strategic priorities for Public Safety.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopts a resolution:

(1) determining that compliance with standard procurement processes is not in the best interests of the City pursuant to Tracy Municipal Code Section 2.20.180 (b)(4) and dispensing such requirement for the actions herein, and;

(2) approving a Customer License Agreement with Cellebrite, Inc. for licensed digital forensics products for a total not-to-exceed amount of $70,000 and for the term of three (3) years, from February 27, 2026 to February 26, 2029.

Prepared by: Beth Lyons-McCarthy, Support Operations Manager
Octavio Lopez, Police Captain

Reviewed by: Sekou Millington, Chief of Police
Sara Castro, Director of Finance
Arturo M. Sanchez, Assistant City Manager
L. David Nefouse, City Attorney

Approved by: Midori Lichtwardt, City Manager

Attachment A – Customer License Agreement with Cellebrite, Inc.

Cellebrite Inc.
8065 Leesburg Pike,
Suite T3-302
Vienna, VA 22182
USA

Tel. +1 800 942 3415
Fax. +1 201 848 9982
Tax ID#: 22-3770059
DUNS: 033095568
CAGE: 4C9Q7
Company Website:
http://www.cellebrite.com

Quote

Quote#: Q-477949-1
Date: Sep 29, 2025

Billing Information
Tracy Police Department
1000 Civic Center Drive
Tracy, California 95376
United States

Contact: Brian Cockey
Phone: 2098316602

Delivery Information
Tracy Police Department
1000 Civic Center Drive
Tracy, CA 95376
United States

Contact: Brian Cockey
Phone: 2098316602

Wire To:
Bank Routing Number: 021000021
Account Number: 761020590
Account Name: Cellebrite Inc.

Check Remittance (Only for NA):
Cellebrite Inc. ,
PO BOX 23551
New York, NY, 10087-3551

End Customer: Tracy Police Department
Click here to process with Credit Card payment
By clicking the link above and accepting this quote,
You are expressing your agreement and compliance to and with the terms contained on this quote.

Customer ID	Good Through	Payment Terms	Currency	Sales Rep
SF-00071616	Jan 28, 2026	Net 30	USD	Caleb Coughlin

#	Product Code	Product Name	Qty	Start Date	End Date	Net Price\Unit	Net Price
1	B-CNR-05-001	Inseyets Online Pro	1	Jan 29, 2026	Jan 28, 2029	28,182.00	28,182.00
2	S-UFD-20-003	Inseyets Pro UFED Subscription	1	Jan 29, 2026	Jan 28, 2029		
3	S-UFD-20-006	Inseyets Pro PA Subscription	1	Jan 29, 2026	Jan 28, 2029		
4	S-AIS-20-001	Inseyets Online Limited Unlocks subscription	40	Jan 29, 2026	Jan 28, 2029	899.75	35,990.00

SubTotal	USD 64,172.00
Shipping & Handling	USD 0.00
Sales Tax	USD 5,294.19
Total	USD 69,466.19

Comments:
Pricing as follows:

YEAR 1 +2: Inseyets ($9,240), 40 Unlocks ($11,800)
YEAR 3: Inseyets ($9,702), Unlocks ($12,390)

Terms and Conditions:

- This Quote/Proforma Invoice/Tax Invoice, together with the terms and conditions and license agreement listed below that are incorporated by reference to this Quote/Proforma Invoice (together, the "Agreement"), constitute an offer by Cellebrite. By signing this the Quote/Proforma Invoice, issuing a purchase order (or other ordering document) in connection with this the Quote/Proforma Invoice, or downloading and/or using the products identified in this the Quote/Proforma Invoice/Tax Invoice, the customer agrees to be bound by the terms of this Agreement. Any additional or different terms or conditions contained in any customer document, purchase order or other ordering document will not be binding upon Cellebrite unless expressly accepted in a document signed by a Cellebrite authorized signatory.
- Quote is subject to regulatory approval.

- Freight Terms: FCA (NJ)
- General: The following terms shall apply to any product at http://legal.cellebrite.com/us/index.html
- EULA: All Cellebrite Software is licensed subject to the end user license agreement available at https://legal.cellebrite.com/End-User-License-Agreement.html
- Advanced Services (CAS): The following terms apply to Cellebrite Advanced Services at https://legal.cellebrite.com/CB-us-us/index.html
- Premium and Inseyets Unlocks: The following terms shall apply only to Cellebrite Premium and Inseyets Unlocks at http://legal.cellebrite.com/intl/PremiumUS.htm
- Pathfinder: The following terms apply to Cellebrite Pathfinder at https://legal.cellebrite.com/PF-Addendum.htm
- Training Services: The following terms apply to Cellebrite Training Services at http://legal.cellebrite.com/intl/Training.htm
- SaaS: The following terms apply to Cellebrite SaaS Services at https://legal.cellebrite.com/SaaS.htm
- Endpoint SaaS: The following terms apply to Cellebrite Cellebrite Endpoint SaaS at https://legal.cellebrite.com/Endpoint-SAAS.html

In the event of any dispute as to which terms apply, Cellebrite shall have the right to reasonably determine which terms apply to a given purchase order.
Please indicate the invoice number when remitting payment

*SALES TAX DISCLAIMER: Cellebrite Inc. is required to collect Sales and Use Tax for purchases made from the following certain U.S. States. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. Where applicable, Cellebrite Inc. will charge sales tax unless you have a valid sales tax exemption certificate on file with Cellebrite Inc. Cellebrite Inc. will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you are exempt from sales tax, you must provide us with your sales tax exempt number and fax a copy of your sales tax exempt certificate to Cellebrite Inc.
Please include the following information on your PO for Cellebrite UFED purchase:
- Please include the ORGINAL QUOTE NUMBER (For example - Q-XXXXX) on your PO
- CONTACT NAME & NUMBER of individual purchasing and bill to address
- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

I, the undersigned, hereby confirm that I am authorized to sign this Quote/Proforma Invoice on behalf the customer identified above, and I hereby approve that my signature is legally binding upon the customer identified above.

Customer Name: Tracy Police Department

Signature: _____ **Effective Date:** ____/____/____

Name (Print): _____ **Title:** _____

Please sign and email to Allison Asta at allison.asta@cellebrite.com

IMPORTANT: PLEASE READ THIS END CUSTOMER LICENSE AGREEMENT CAREFULLY. DOWNLOADING, INSTALLING, ACCESSING OR USING CELLEBRITE-SUPPLIED SOFTWARE (AS PART OF A PRODUCT OR STANDALONE) CONSTITUTES EXPRESS ACCEPTANCE OF THIS AGREEMENT. CELLEBRITE IS WILLING TO LICENSE SOFTWARE TO CUSTOMER ONLY IF YOU AND CUSTOMER ACCEPT ALL OF THE TERMS SET OUT IN THE AGREEMENT (as defined below).

TO THE EXTENT OF ANY CONFLICT BETWEEN THIS END Customer LICENSE AGREEMENT, ANY ADDITIONAL TERMS IN AN AGREEMENT SIGNED BETWEEN Customer AND CELLEBRITE, ANY "CLICK-ACCEPT" AGREEMENT, ANY TERMS ON A PURCHASE ORDER, AND CELLEBRITE'S TERMS AND CONDITIONS, THE ORDER OF PRECEDENCE SHALL BE (A) THIS END CUSTOMER LICENSE AGREEMENT; (B) AN AGREEMENT SIGNED BY Customer AND CELLEBRITE;; (C) CELLEBRITE'S QUOTE AND GENERAL TERMS AND CONDITIONS; (D) TERMS AND CONDITIONS SET OUT IN CELLEBRITE'S DOCUMENTATION, INCLUDING USER GUIDES, "CLICK TO ACCEPT" ADDENDA TERMS AND ANY POP UP TERMS AND INSTRUCTIONS WITHIN CELLEBRITE PRODUCTS; AND LAST (E) CUSTOMER'S PURCHASE ORDER. BY DOWNLOADING, INSTALLING, ACCESSING, OR USING THE SOFTWARE, USING THE PRODUCT OR OTHERWISE EXPRESSING YOUR AGREEMENT TO THE TERMS CONTAINED IN THE AGREEMENT, YOU INDIVIDUALLY AND ON BEHALF OF THE ORGANIZATION THAT YOU REPRESENT (THE "LICENSEE" OR "CUSTOMER") EXPRESSLY CONSENT TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT OR ARE NOT AUTHORISED TO ACCEPT AND AGREE TO THE TERMS CONTAINED IN THE AGREEMENT, THEN (A) DO NOT DOWNLOAD, INSTALL, ACCESS, OR USE ANY SOFTWARE (OR, AS APPLICABLE, ANY PRODUCT IN WHICH ANY SOFTWARE IS EMBEDDED), AND (B) WITHIN THIRTY (30) DAYS AFTER RECEIPT OF ANY SOFTWARE (OR, IF AN AGREEMENT BETWEEN CUSTOMER AND CELLEBRITE PROVIDES A SHORTER TIME PERIOD FOR ACCEPTANCE, SUCH SHORTER TIME PERIOD FOR ACCEPTANCE), EITHER RETURN SUCH SOFTWARE TO CELLEBRITE OR TO THE APPLICABLE AUTHORIZED RESELLER FOR FULL REFUND OF THE SOFTWARE LICENSE FEE, OR, IF SUCH SOFTWARE IS EMBEDDED IN A PRODUCT FOR WHICH NO SEPARATE SOFTWARE LICENSE FEE WAS CHARGED, RETURN SUCH PRODUCT AND EMBEDDED SOFTWARE, UNUSED, TO CELLEBRITE OR TO THE APPLICABLE AUTHORIZED RESELLER FOR A FULL REFUND OF THE LICENSE FEE PAID FOR THE APPLICABLE SOFTWARE EMBEDDED IN SUCH PRODUCT. CUSTOMER'S RIGHT TO RETURN AND REFUND ONLY APPLIES IF Customer IS THE ORIGINAL PURCHASER AND LICENSEE OF SUCH SOFTWARE.

This EULA governs Customer's access to and use of any Software and/or any Product (as defined below) first placed in use by Customer on or after the release date of this EULA version (the "Release Date").

1. **DEFINITIONS –** In this Agreement, the following capitalized terms shall have the meaning set forth below:
   "Affiliate" of a party means such party's parent corporation, an entity under the control of such party's parent corporation at any tier or an entity controlled by such party at any tier. For these purposes, "control" shall mean the power to direct or cause the direction of the management and policies of the entity, whether through the ownership of more than 50% of the outstanding voting interests in such entity or otherwise.

   "Agreement" means this EULA, combined with the Cellebrite General Terms and Conditions (the "GTC") which is incorporated by reference herein, and any additional agreement in writing signed by Customer and Cellebrite.

   "Authorization Product" means a product sold by Cellebrite, or an authorized reseller of Cellebrite, with embedded License Authorization Software, including but not limited to a USB dongle with embedded License Authorization Software.

"Authorized Users" means the number of Users that Customer is licensed to have access to the applicable Software, which may include Concurrent Users and/or Named Users, all as set forth in the Agreement. If the number of Authorized Users is not otherwise set forth in the Agreement, the number of Authorized Users shall be deemed to be equal to the number of Products (other than Authorization Products) purchased by Customer.

"Beta Software" means a pre-commercial, evaluation, pilot, "alpha", or "beta" version of the Software.

"Cellebrite" means Cellebrite DI Ltd. or its Affiliate that has an agreement with Customer and/or issues invoices to Customer with respect to any Software and/or Product, as applicable.

"Concurrent Users" means the number of Authorized Users (whether Named Users or not) of Customer concurrently and/or simultaneously accessing, using or otherwise enjoying the benefit (except reviewing results of analyses generated by Software) of Software, either directly or indirectly from a remote location. If a single User connects to Software using multiple concurrent log-ins or connections, each such active logical connection or log-in is counted toward the number of Concurrent Users.

"Documentation" means any documentation related to any Software provided by Cellebrite.

"Embedded Software" means a copy of Software delivered embedded in or loaded onto a Product when such Product is sold by Cellebrite or an authorized reseller of Cellebrite. Any Updates or Upgrades to Embedded Software are also deemed "Embedded Software", notwithstanding being separately delivered from the applicable Product.

"Law" shall mean any law, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction or requirement of or by any governmental authority, as may be amended, changed or updated from time to time.

"License Authorization Software" means Software that is provided together with hardware on which it is embedded that is used to validate the authorized use of standalone Software.

"License Term" means the term of a paid subscription to an instance of Software or a unit of Product.

"Named Users" means a User authorized by Customer to access or use the Software through the assignment of a single user ID, regardless of whether such User is using Software at any given time. A non-human device capable of accessing or access Software is counted as a Named User.

"Product" means a product manufactured by Cellebrite. The term "Product" includes without limitation Authorization Products.

"Remote Access Protocol" means any remote access application, including without limitation Remote Desktop Protocol (RDP) and Windows Remote Management (WinRM), used to connect a single remote computer (*e.g.*, a laptop) to a single host computer (*e.g.*, a desktop) with an Authorization Product directly connected to such host computer for each Authorization Product then licensed by Customer, as long as such Authorized User, single remote computer and single host computer with an Authorization Product are all located in the Territory.

"Software" means an instance of a program, module, feature, function, service, application, operation or capability of any Cellebrite-supplied software. The term "Software" includes without limitation any Embedded Software, Upgrade, Update, standalone software or any License Authorization Software.

"Territory" means the country (not including external territories) in which Product was purchased or Software was licensed from Cellebrite or an authorized reseller of Cellebrite.

"Third Party" means an individual or entity other than Customer, Cellebrite and Cellebrite's Affiliates.

"Third Party Software" means certain software provided by a Third Party embedded in any Product, either as a standalone feature or as part of any Software, and which may be subject to additional end user license restriction and agreements.

"Customer System" means Customer's internal website(s), servers, Cloud infrastructure, including Virtual Private Cloud, and other equipment, software or systems used in the conduct of Customer's business.

"Update" means an update to any Software that is provided by Cellebrite and that may incorporate (i) corrections of any substantial defects; (ii) fixes of any minor bugs; (iii) at the sole discretion of Cellebrite, allowing additional compatibility of the Software with mobile devices provided by Third Parties; and/or (iv) at the sole discretion of Cellebrite, minor enhancements to the Software; provided, however, that Updates shall not include Upgrades. Updates are generally identified by Cellebrite by a change to the version number to the right of the first decimal point (*e.g.*, version 4.1 to 4.2).

"Upgrade" means a new release of any Software that incorporates substantial changes or additions that (i) provide additional value and utility; (ii) may be priced and offered separately as optional additions to any Software; and/or (iii) are not generally made available to Cellebrite's Customers without a separate charge. Upgrades are generally identified by Cellebrite by a change to the version number to the left of the first decimal point (*e.g.*, version 4.2 to 5.0).

"User" means any individual able to gain access to any Software functionality.

"You" means the individual executing this EULA on behalf of the Customer.

2. LICENSE GRANT

A. Software. Subject to the terms and conditions of this EULA, during the License Term, Cellebrite grants Customer, and Customer accepts, upon delivery of any Software, a non-exclusive, non-transferable, royalty free, and non-sublicensable license to the Software to (i) allow Authorized Users to use such Software, in executable form only, and any accompanying Documentation, strictly for Customer's internal use for the Authorized Purposes identified below, and not for any other purpose, strictly in the Territory, only as authorized in this Agreement and subject to the terms hereof; and (ii) (iii) where the Software in not provided as Embedded Software, keep one (1) copy of Software strictly for backup, archival or disaster recovery purposes.

For purposes of this EULA, "Authorized Purposes" means strictly the following purposes:

- An internal investigation conducted by the Customer within the Customer's own organization;
- An investigation of fraud, intrusion or assault incidents, including DFIR conducted by the Customer within the Customer's own organization;
- An eDiscovery process performed as part of legal proceedings where the Customer is a Party;
- Data backup performed as part of a legal hold proceeding involving the Customer's organization;
- Law enforcement activities, crime and/or terrorism prevention;
- Data recovery within the Customer's organization; and/or
- Customer organization's compliance evaluation purposes.

Notwithstanding the foregoing, the "Authorized Purposes" restriction above shall not apply to usage of Cellebrite's Endpoint Inspector product which may be used for any internal use.

i. Embedded Software Limitations. Customer may only use Embedded Software for execution on the unit of Product originally delivered to Customer with such Embedded Software installed or any replacement unit provided under a warranty from Cellebrite. Any Update or Upgrade of such Embedded Software that Cellebrite has licensed to Customer may be loaded and executed only on the unit of Product on which any originally licensed Software is authorized to execute.

ii. License Exclusion. Notwithstanding anything to the contrary, except as may otherwise be required by applicable Law, no license is granted for installation or use of any Software on any

Product resold by anyone who is not an authorized reseller of Cellebrite for such Product.

iii. Single Product; Single Authorization Product. Customer's license to any Embedded Software is limited to a license to use such Embedded Software on one (1) Product for each Product purchased from Cellebrite or Cellebrite's authorized reseller. Customer's license to any License Authorization Software is limited to a license to use such License Authorization Software on one (1) Authorization Product for each license to such standalone Software the authorized use of which is validated by such License Authorization Software and where such license is purchased from Cellebrite or Cellebrite's authorized reseller.

iv. Authorization Products. Without limiting Section 2.D, Customer shall not, and shall not permit any User to, use any Authorization Product on a computer other than the computer to which such Authorization Product is directly connected (*i.e.* not through a network), except that an Authorized User may use Remote Access Protocol with Cellebrite's UFED Physical Analyzer. Customer shall ensure that multiple users cannot use Remote Access Protocol to access UFED Physical Analyzer simultaneously. For the avoidance of doubt, subject to the terms and conditions of this EULA, sharing a USB dongle among Concurrent Users is permitted.

v. Remote Access Protocol. Customer expressly acknowledges, agrees and warrants that except as required for use by Concurrent Users as allowed by the Agreement and as provided herein each computer running an Authorization Product will be configured or at least limited to serve only one remote connection at a time. In other words, only one Authorized User can use a Remote Access Protocol at the same time. For example, if a host computer is installed with multiple instances of Cellebrite's UFED Physical Analyzer, Customer will ensure that it is not possible for multiple remote users to connect to the host computer and/or ensure that the foregoing does not occur. Regarding any other Cellebrite products or software other than Cellebrite's UFED Physical Analyzer, Customer may not use a Remote Access Protocol unless expressly agreed to in writing by Cellebrite. Regarding Endpoint Inspector and/or Endpoint Mobile, it is hereby clarified and agreed that: (i) Customer may use Remote Access Protocol and allow Authorized and Concurrent Users to use outside of Territory, as detailed in the Agreement; and (ii) Cellebrite may, at its sole discretion, inform any Endpoint Inspector and/or Endpoint Mobile's custodian about the nature of the use of the Endpoint Inspector and/or Endpoint Mobile application that will be installed and/or operated on or in relation to the custodian's device.

vi. Named Users. If the Agreement specifies that any Software may be used by Named Users, Customer shall (i) assign a unique login credential for access and use of the Software to each Named User, (ii) ensure that the Software is used only by the applicable Named Users, (iii) ensure that Users do not share login credentials, and (iv) maintain the security and confidentiality of its Named User login credentials.

vii. Concurrent Users. If the Agreement specifies that any Software may be used by Concurrent Users, Customer may install one instance of such Software on one (1) designated host server for concurrent and simultaneous use and/or access by the applicable number of Concurrent Users. The number of Concurrent Users accessing such Software at any time may not exceed the number of Concurrent Users specified in the Agreement. Customer must keep a record of all Authorized Users who are Concurrent Users.

viii. Former BlackBag Software Users. Each copy of the Inspector, Digital Collector, Mobilyze, or SoftBlock Software may only be used, executed, or displayed by one (1) Authorized User and on one Licensed System at any given instance. The term "**Licensed System**" means a computer to which an activation key provided by BlackBag has been connected or accessed, as authorized by BlackBag in the applicable License Confirmation.

ix. Cellebrite Premium-aaS; Cellebrite InsEYEts; Mobile Ultra, Mobile Elite, Cellebrite Pathfinder Speech to text and/or translation Services ("Services") Access and Use. Subject to Customer's compliance with the terms and conditions contained in this Agreement and/or in any applicable quote issued to Customer by Cellebrite in connection with each of the Services listed above, Cellebrite further grants to Customer, during the relevant Subscription Term , a limited, non-exclusive, non-transferable (a) right to access and use the Service in accordance with any relevant printed, paper, electronic or online user instructions and help files made available by Cellebrite for use with the Service, as may be updated from time to time by Cellebrite, and (b) license to download any relevant Software where Software components are offered by Cellebrite for the purpose of using the Service, in each case strictly under the terms of License set out in this Section 2, solely for the Authorized Purposes and strictly for the benefit of Customer. By accessing and/or using the Service, Customer expressly acknowledges and agrees that operational and usage information shall be shared with Cellebrite for the purpose of providing the Service. Such information may include, but is not limited to the number of unlocking actions purchased by the Customer and/or left for use, types of Software downloaded by Customer for the purpose of using the Service, etc. The Service may be affected by factors beyond Cellebrite's control and may not be continuous and uninterrupted. Customer acknowledges that the Service may be subject to limitations and/or delays inherent in the use of the internet and electronic communications, and Cellebrite is not responsible or liable for any delays, delivery failures or other damage resulting from those technical difficulties beyond its control.

x. Cellebrite Premium-aaS; Cellebrite InsEYEts; Mobile Ultra and Mobile Elite Services ("Services") Placement and Use. Customer shall use the Services and place all related Software and hardware components provided with the Services, inside a secured room, lab, or office, where the security measures used to secure the Services and respective components are consistent with security measures undertaken by the Customer to protect its most sensitive activities.

x.i. The following are additional terms for the purchase of speech to text and/or translation services (the "Language Services"):

1.1. If the Language Services and the Pathfinder license are purchased together, both will be installed at the same time and licenses will start upon the completion and acceptance of the installation.

1.2. If the Language Services are purchased at a later date, as an addition to an existing Pathfinder license, then:

1.2.1. The term of the Language Services shall commence 60 days after the date of the Quote for the purchase of Language Services.

1.2.2. The term of the Language Services will expire at the end of the existing Pathfinder Subscription Term, which the Language Services have been added to.

1.3. Use of the Language Services is subject to the Agreement and the technical requirements for the Customer System therein, any additional technical requirements made by Cellebrite in writing and the completion of the Language Service installation. B. Software Provisions.

i. Any use or operation of the Product, including the Software, with any product and/or mobile device developed, manufactured, produced, programmed, assembled and/or otherwise maintained by any person or entity shall be permitted only after the User has obtained any consents or approvals required (to the extent required) pursuant to applicable Law.

ii. UNDER NO CIRCUMSTANCES SHALL CELLEBRITE, ITS OFFICERS, EMPLOYEES OR REPRESENTATIVES BE LIABLE TO CUSTOMER, USER OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER INDIRECT DAMAGES UNDER ANY LEGAL THEORY ARISING OUT OF OR

RELATING TO THE USE OF ANY OF THE CELLEBRITE SOFTWARE IN CONNECTION WITH ANY PRODUCT AND/OR MOBILE DEVICE DEVELOPED, MANUFACTURED, PRODUCED, PROGRAMMED, ASSEMBLED AND/OR OTHERWISE MAINTAINED BY ANY PERSON OR ENTITY, WITHOUT OBTAINING EACH APPLICABLE CONSENT AND APPROVAL.

iii. No Obligation. Nothing in this EULA requires Cellebrite to provide Updates or Upgrades to Customer.

iv. Trial and Beta Software Licenses. Subject to the terms and conditions of this Agreement, Cellebrite may grant Customer with, and Customer accepts, a nonexclusive, time-limited and nontransferable license, effective upon delivery, to use a copy of Software or a Beta Version of the Software, in executable form only, and any accompanying Documentation, only for Customer's internal use to test, trial or evaluate such Software and/or provide feedback to Cellebrite with respect thereto, in the Territory, and not for any business or productive purposes, for a period as specified by Cellebrite at its sole discretion, and subject to the restrictions in Section 2.

Customer assumes all risks and all costs associated with its use of the Trial and/or Beta Software, any obligations on behalf of Cellebrite to indemnify, defend, or hold harmless under this Agreement are not applicable to Customer's use of any Trial and/or Beta Software. Customer's sole and exclusive remedy with respect to such Trial and/or Beta Software is termination of the license thereto. There is no guarantee that features or functions of the Trial and/or Beta Software will be available, or if available will be the same, as in the general release version of the Software. Cellebrite will be under no obligation to provide Customer any maintenance or support services with respect to the Trial and/or Beta Software.

IT IS CLARIFIED THAT THE LICENSE UNDER THIS SUB-SECTION IV IS PROVIDED "AS IS", WITHOUT ANY WARRANTY WHATSOEVER. CELLEBRITE DISCLAIMS ALL IMPLIED WARRANTIES, CONDITIONS AND REPRESENTATIONS IN RELATION TO THE TRAIL AND/OR BETA SOFTWARE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY OR NON-INFRINGEMENT. IN NO EVENT WILL CELLEBRITE BE LIABLE TO Customer OR TO ANY OTHER PARTY FOR ANY LOSS, DAMAGE, COST, INJURY OR EXPENSE, INCLUDING LOSS OF TIME, MONEY OR GOODWILL, OR FOR DAMAGES OF ANY KIND, WHETHER DIRECT, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL IN RELATION TO THE TRAIL AND/OR BETA SOFTWARE.

v. Customer represents, warrants and covenants to Cellebrite that (a) only Users of Customer who have obtained any necessary consents and approvals pursuant to applicable Law shall be permitted to use any of the Products and/or Software; (b) Users of Customer shall only use any of the Products and/or Software in compliance with the terms of service, terms of use or other agreement with a Third Party; and (c) Customer and its Users shall only use any of the UFED family of Products in compliance with all applicable Laws.

C. License Prohibitions. Notwithstanding anything to the contrary, Customer shall not, and shall not permit, authorize or engage any Third Party to:

i. modify, reverse compile, reverse assemble, reverse engineer or otherwise translate all or any portion of any Software, or create derivative works thereof;

ii. assign, pledge, rent, lease, sublicense, share, distribute, sell or otherwise transfer the Software, any copy thereof, or any rights granted hereunder, to any third party, including without limitation selling any Product in a secondhand market;;

iii. use any Software to provide service to any Third Party including by use on a time sharing, service bureau, application service provider (ASP), software as a service (SAAS), cloud services, rental or other similar basis;

iv. make copies of or reproduce of any Software and/or Documentation, except as provided for in the license grant above;

v. remove, alter, deface, cover, obfuscate or destroy any proprietary markings, copyrights notices, proprietary legends, labels or marks placed upon or contained within any Products and/or Software (including, without limitation, any copyright or other attribution statements such as for open source software);

vi. use any Embedded Software other than with Products provided by Cellebrite or an authorized reseller of Cellebrite or for more than the number of Products purchased from Cellebrite or an authorized reseller of Cellebrite;

vii. disclose any results of testing or benchmarking of any Software to any Third Party;

viii. use any Update or Upgrade beyond those to which Customer is entitled or with any Software to which Customer does not have a valid, current license;

ix. deactivate, modify or impair the functioning of any disabling code in any Software;

x. circumvent or disable Cellebrite's copyright protection mechanisms or license management mechanisms;

xi. use the Product, any Software or any Third Party Software, alone or in combination with other activities, products or services, in any activity or manner that violates or supports, assists, facilitates, enables, constitutes or is otherwise deemed to be in violation of:

(1) any order, regulation or Law (including but not limited to any Law with respect to human rights or the rights of individuals) or to support any illegal activity;

(2) any human rights standards of any person, group, or community, and best practice including internationally recognized human rights instruments, such as the Universal Declaration of Human Rights, the International Covenant on Civil and Political Rights, and the International Labor Organization Declaration on Fundamental Principles and Rights at Work;

(3) any rights of any Third Party.

xii. use any Product for any training purposes, other than for training Customer's employees, where Customer charges fees or receives other consideration for such training, except as authorized by Cellebrite in writing;

xiii. combine or operate any Products or Software with other products or software, without prior written authorization of Cellebrite or its Affiliates, including without limitation any installation of any software on any Product; or,

xiv. attempt any of the foregoing.

The licenses set out hereunder are at all times subject to these prohibitions and any contravention thereof shall constitute a material breach of this Agreement. Cellebrite expressly reserves the right to seek all available legal and equitable remedies to prevent any of the foregoing and to recover any lost profits, damages or costs resulting from any of the foregoing.

For the purpose of this Section, it is hereby clarified that "Third Party" shall include: Customer's affiliates, employees, contractors, licensors, suppliers or Customers. If the event that the Customer is a governmental body the followings shall also be included: any federal, state, local, judicial or other governing body having jurisdiction over any of the foregoing.

D. Legal Exception. Customer agrees that, to the extent that any applicable Law (including without limitation national laws implementing 2009/24/EC on the Legal Protection of Computer Programs) grants Customer the right to reverse engineer any Software to make it interoperable without Cellebrite's consent, before Customer exercises any such rights, Customer shall notify Cellebrite of such desire and, no later than sixty (60) days following receipt of such request, Cellebrite may decide either to: (a) perform the work to achieve such interoperability and charge its then-standard rates for such work to Customer; or (b) permit Customer to reverse engineer parts of such Software only to the extent necessary to achieve such interoperability. Only if and after Cellebrite, at its sole discretion, partly or completely denies Customer's request, shall Customer exercise its statutory rights.

E. Network Usage. Customer understands and agrees that Cellebrite may use Customer's internal network and Internet connection for the limited purpose of transmitting license-related data at the time of installation, registration, use or update of Software to a Cellebrite-operated license server. At such time, Cellebrite may validate the license-related data in order to protect Cellebrite against unlicensed or illegal use of any Software. At its option, Cellebrite may only permit activation of Software upon exchange of license related data between Customer's computer and the Cellebrite license server.

F. Third Party Software. Customer acknowledges and agrees that the access and use of any Software (or certain features thereof) may involve access and/or use of Third Party Software. In addition to the Agreement, Customer shall comply with the terms and conditions applicable to any such Third Party Software, including without limitation the following terms and conditions:

i. Bing Maps - https://www.microsoft.com/en-us/maps/product/terms-april-2011; http://aka.ms/BingMapsMicrosoftPrivacy

ii. OpenStreetMap – http://www.openstreetmap.org/copyright

iii. Chainalysis Inc. - https://legal.cellebrite.com/intl/ChainalysisEULA.htm

Additional Third Party Licenses can be found here: https://www.cellebrite.com/en/blackbag-agreements/#third_party

G. No Implied Licenses. Except for the express licenses set forth herein, Cellebrite does not grant any license to Customer, whether by implication or otherwise.

H. Reserved.

I. Open Source Software.

i. Software may use and/or be provided with third party open source software, libraries or other components ("Open Source Component"), including those detailed in the open source notices files separately conveyed to Customer. To the extent so stipulated by the license that governs each Open Source Component ("Open Source License"), each such Open Source Component is licensed directly to Customer from its respective licensors and not sublicensed to Customer by Cellebrite, and such Open Source Component is subject to its respective Open Source License, and not to this Agreement. If, and to the extent, an Open Source Component requires that this Agreement effectively impose, or incorporate by reference, certain disclaimers, permissions, provisions, prohibitions or restrictions, then such disclaimers, permissions, provisions, prohibitions or restrictions shall be deemed to be imposed, or incorporated by reference into this Agreement, as required, and shall supersede any conflicting provision of this Agreement, solely with respect to the corresponding Open Source Component which is governed by such Open Source License.

Open-Source Component list can be found under Cellebrite Customer Community here: https://community.cellebrite.com/s/product-and-licenses?activetab=products

ii. If Customer or another party on its behalf, modifies, replaces or substitutes any Open Source Component used in or provided with this Software, Customer hereby fully, forever, irrevocably and unconditionally releases and discharges Cellebrite, its Affiliates and its and their employees, officers, directors, resellers, distributors and representatives (collectively, "Released Parties") from any and all claims, charges, complaints, demands, actions, causes of action, suits, rights, debts, covenants, liabilities, warranties, performance and maintenance and support obligations (collectively, "Released Claims"), of every kind and nature, with respect to such Software, including without limitation any such Released Claims that arise as a matter of applicable Law.

iii. If an Open Source License requires that the source code of its corresponding Open Source Component be made available to Customer, and such source code was not delivered to Customer with the Software, then Cellebrite hereby extends a written offer, valid for the period prescribed in such Open Source License, to obtain a copy of the source code of the corresponding Open Source Component, from Cellebrite. To accept this offer, Customer shall contact Cellebrite at support@cellebrite.com.

J. Personal Data. The parties acknowledge and agree that: (a) Within the scope of this Agreement, the Product is an on-premise solution used and operated solely by Customer without the involvement of Cellebrite; (b) Cellebrite is not engaged in any processing of 'personal data' (as this term is used in Laws governing data privacy and data protection) that flows through the Product; and therefore (c) with respect to Cellebrite activities in the scope of this Agreement, Cellebrite is neither a 'data controller' nor 'data processor' (as these terms are used in Laws governing data privacy and data protection).

K. Aggregated Statistics and Usage Data. Customer hereby agrees and consents that Cellebrite may monitor Customer's use of the Software, Products and Services and use Customer usage data or other information in an aggregate and anonymous manner, including to compile statistical and performance information related to the provision and operation of the Software, products and Services ("**Aggregated Statistics**"). As between Cellebrite and Customer, all right, title and interest in the Aggregated Statistics and all Intellectual Property Rights therein, shall belong to and are retained solely by Cellebrite. Customer acknowledges and agrees that Cellebrite will be compiling Aggregated Statistics including information and inputs Customer and by other Customers and Customer agrees that Cellebrite may (a) make such Aggregated Statistics publicly available, and (b) use such information to the extent and in the manner permitted by applicable law or regulation and for any purpose of data gathering, analysis, service and product enhancement and marketing, provided that such data and information does not identify Customer or its Confidential Information.

L. The Customer acknowledges and agrees that Cellebrite may deliver non-personalized in-app notifications, including pop-ups, updates, and product related services, as part of the Cellebrite product experience.

3. OWNERSHIP

A. Title to Software. Notwithstanding anything to the contrary, Software furnished hereunder is provided to Licensee subject to and in accordance with the terms and conditions of the EULA. All title and interest of the Software, Services and and/or any related Documentation and any derivative works thereof shall remain solely and exclusively with Cellebrite or its licensors, as applicable. Nothing in this Agreement constitutes a sale, transfer or conveyance of any right, title or interest in any Software Service and/or Documentation or any derivative works thereof. Any reference to a sale of Products shall be understood as a license to Software or Services under the terms and conditions of this Agreement.

B. Intellectual Property. All intellectual property rights relating to the Software and/or the Products, including without limitation, all patents, trademarks, algorithms, binary codes, business methods, computer programs, copyrights, databases, know-how, logos, concepts, techniques, processes, methods, models, commercial secrets and any other intellectual property rights, including any new developments or derivative works of such intellectual property, whether registered or not, are and shall remain the sole and exclusive property of Cellebrite or its licensors, as applicable. All right, title and interest in and to any inventions, discoveries, improvements, methods, ideas, computer and other software or other works of authorship or other forms of intellectual property which are made, created, developed, written, conceived of or first reduced to practice solely, jointly with Licensee or on behalf of Licensee shall be and remain with Cellebrite or its licensors, as applicable. Any suggestions, improvements or other feedback provided by Licensee to Cellebrite regarding any Products, Software or services shall be the exclusive property of Cellebrite. Licensee hereby freely assigns any intellectual property rights to Cellebrite in accordance with this Section, including any moral rights, and appoints Cellebrite as its attorney-in-fact to pursue any such intellectual property rights worldwide.

4. **CONFIDENTIALITY** – The parties may each disclose to the other proprietary information related to the subject of the Agreement ("Confidential Information"). Software, Documentation, Trade Secrets, and any technical information related thereto are Confidential Information of Cellebrite without any marking requirement, but any other information disclosed in writing must be marked "confidential" or "proprietary" to be deemed the Confidential Information of a party. Information disclosed orally may be deemed Confidential Information if the disclosing party says it is proprietary and summarizes it in a writing to the other party within twenty (20) days of the oral disclosure.

Pursuant to 18 U.S.C. §1833(b) , Customer shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of Cellebrite's Trade Secrets (as defined below) only if such disclosure is made: (i) in confidence to a Federal, State, or local government official, solely for the purpose of reporting or investigating a suspected violation of law; or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In court proceedings claiming retaliation by Cellebrite for Customer's reporting a suspected violation of law, Customer may only disclose Cellebrite Trade Secrets to Customer's legal counsel and may only use the Trade Secret information, if Customer (i) files documents containing Trade Secrets under seal; and (ii) Customer does not otherwise disclose Cellebrite Trade Secrets, except pursuant to a court order.

The term "Trade Secret" means all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if: (a) Cellebrite has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, another person who can obtain economic value from the disclosure or use of the information.

The receiving party shall: (a) hold Confidential Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information but at least reasonable care, (b) restrict disclosure and use of Confidential Information to only employees (including any agents, contractors or consultants) with a need to know who are advised of their obligations with respect to Confidential Information, (c) not copy, duplicate, reverse engineer or decompile Confidential Information, (d) use Confidential Information only in furtherance of performance under the Agreement, and (e) upon expiration or termination of the Agreement, at the disclosing party's option, destroy or return all Confidential Information to the disclosing party.

The receiving party shall have no obligation regarding Confidential Information that: (a) was previously known to it free of any confidentiality obligation, (b) was independently developed by it, (c)

is or becomes publicly available other than by unauthorized disclosure, (d) is disclosed to third parties by the disclosing party without restriction, or (e) is received from a third party without violation of any confidentiality obligation.

If a party is faced with legal action or a requirement under applicable Law to disclose or make available Confidential Information received hereunder, such party shall promptly notify the disclosing party and, upon request of the latter, cooperate in contesting such action or requirement at the disclosing party's expense. Neither party shall be liable for damages for any disclosure or unauthorized access pursuant to legal action or applicable Law or for inadvertent disclosure, access, or use if the customary degree of care as it uses with respect to its own proprietary information has been exercised and if, upon discovery of such inadvertent disclosure, access, or use the receiving party has endeavored to prevent any further (inadvertent or otherwise) disclosure or use.

5. EXCLUSIVE REMEDIES AND LIMITATION OF LIABILITY.

A. Definitions. For purposes of the exclusive remedies and limitations of liability set forth in this Section 5, Cellebrite shall be deemed to include its Affiliates and its and their directors, officers, employees, agents, representatives, shareholders, subcontractors and suppliers; and "damages" shall be deemed to refer collectively to all injury, damage, loss or expense incurred.

B. Exclusive Remedies. Cellebrite's entire liability and Customer's exclusive remedies against Cellebrite for any damages caused by any Product or Software defect or failure, or arising from the performance or non-performance of any obligation under the Agreement, regardless of the form of action, whether in contract, tort including negligence, strict liability or otherwise shall be:

i. For bodily injury or death to any person proximately caused by Cellebrite, Customer's direct damages; and
ii. For all other claims, Cellebrite's liability shall be limited to direct damages that are proven, in an amount not to exceed the total amount paid by Customer to Cellebrite during the twelve (12) month period that immediately preceded the event that gave rise to the applicable claim.

C. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, CELLEBRITE SHALL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND, WHETHER OR NOT CELLEBRITE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL APPLY EVEN IN THE EVENT OF THE FAILURE OF AN EXCLUSIVE REMEDY.

D. No Liability to any Third Party. TO THE MAXIMUM PERMITTED EXTENT, CELLEBRITE DISCLAIMS ANY AND ALL LIABILITIES OR OBLIGATIONS WHATSOEVER RELATED TO ANY PRODUCT OR SOFTWARE OR LICENSING OF ANY SOFTWARE TO, OR USE BY, ANYONE OTHER THAN Customer.

E. Third Party Software and Customer System Liability. Notwithstanding anything to the contrary, Cellebrite shall not be liable to Customer or any User for any damages due to use of any Third Party Software or Customer System. The limitations and exclusions from liability under the terms and conditions applicable to any Third Party Software or Customer System (which are applicable to the arrangement between Customer and the applicable provider of such Third Party Software or System) shall govern and apply with respect to the use of each such Third Party Software or System. Additionally, Cellebrite does not provide any warranty with respect to any Third Party Software or Customer System. The warranty provided by the terms and conditions applicable to any Third Party Software or Customer System (which are applicable to the arrangement between Customer and the applicable provider of such Third Party Software or System) shall apply to Third Party Software or System.

F. AI-generated results: The results generated by AI features are automatically produced, not by humans, and may be inaccurate, incorrect, or contain non-unique elements, or display content similar to that shown to other customers or users. Manual or human review is required. The use of AI features is solely at the Customer's discretion, responsibility, and risk.

6. **CUSTOMER INDEMNITY** – To the maximum extent permitted by applicable Law, Customer shall, at its expense: (i) indemnify and hold Cellebrite and its Affiliates and its and their directors, officers, employees, agents, representatives, shareholders, subcontractors and suppliers harmless from and against any damages, claim, liabilities and expenses (including without limitation legal expenses) (whether brought by a Third Party or an employee, consultant or agent of Customer's) arising out of any (a) misuse or use of any Product or Software furnished under the Agreement in a manner other than as authorized under this EULA, including without limitation using the Product or Software in a manner that violates applicable Law including without limitation a person's Fourth Amendment rights under the United States Constitution (or its equivalent in the Territory); (b) misappropriation of any personal information, (c) failure to obtain consents and approvals required by applicable Law for the use of any of the Cellebrite's Products or Software, or; (g) use of any Product or Software in breach of or to violate the terms of any other agreement with a Third Party; (ii) reimburse Cellebrite for any expenses, costs and liabilities (including without limitation legal expenses) incurred relating to such claim; and (iii) pay all settlements, damages and costs assessed against Cellebrite and attributable to such claim.

7. **CELLEBRITE INDEMNITY** – Cellebrite will, at its expense: (i) indemnify, defend and hold Customer and its Affiliates and its and their officers and directors harmless from any Third Party claim to the extent alleging that any Software furnished under this Agreement directly infringes any patent, copyright or trademark or misappropriates any trade secret, in each case having legal effect in the Territory; (ii) reimburse Customer for any expenses, costs and liabilities (including reasonable attorney's fees) incurred relating to such claim; and (iii) pay all settlements, damages and costs assessed against Customer and attributable to such claim.

In connection with satisfying its obligations hereunder, Cellebrite may, at its option and expense: (a) procure for Customer and/or its Customers the right to continue using such Software or any Product on which such Software is embedded; (b) replace or modify any such Software or any Product on which such Software is embedded, to be free of such infringement; or (c) require return of such Software or any Product on which such Software is embedded, and refund the purchase price or license price depreciated on a straight-line basis over a three (3) year period from the delivery date.

Cellebrite shall have no obligations under this Section 7 with respect to any Excluded Item. The maximum liability of Cellebrite in relation to any claims under this Section 7 shall not exceed the amounts paid by Customer to license the infringing Software or purchase Products including the infringing Software in the twelve (12) months immediately preceding the claim. If there are any other indemnification obligations with respect to infringement of any patent, copyright or trademark or misappropriation of any trade secret under the Agreement, this Section 7 shall be of no force and effect.

Cellebrite's obligations under this Section 7 are conditioned upon: (1) Customer giving Cellebrite prompt written notice (within no more than thirty (30) days) after any such claim, unless Cellebrite would not be materially prejudiced thereby; (2) Cellebrite having complete control of the defense and settlement of such claim; (3) Customer cooperating fully with Cellebrite to facilitate the defense or settlement of such claim; and (4) Customer's substantial compliance with the Agreement.

The sale of any Product by Cellebrite shall not in any way confer upon Customer, or upon anyone claiming under Customer, any license (expressly, by implication, by estoppel or otherwise) under any patent claim of Cellebrite or others covering or relating to any combination, machine or process in which such Product is or might be used, or to any process or method of making such Product.

THE FOREGOING STATES THE SOLE AND EXCLUSIVE REMEDY AND OBLIGATION OF THE PARTIES HERETO FOR INFRINGEMENT OR OTHER VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHTS ARISING OUT OF THIS AGREEMENT AND IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, IN REGARD THERETO.

8. DISABLING CODE

A. Disabling Code. Software may be provided to Customer with code that allows Cellebrite to disable such Software. Except as provided in Section 8.B, Cellebrite will not invoke such disabling code without Customer's prior consent.

B. Invocation of Disabling Code. Notwithstanding anything to the contrary, Cellebrite may invoke the disabling code without Customer's consent if (i) Cellebrite reasonably believes that such Software has been, is being, or will be used in violation of Laws; (ii) Cellebrite is required to do so because of a court or regulatory order; (iii) Customer has not paid an outstanding invoice more than sixty (60) days after such invoice is due, or; (iv) Customer has used the Software other than as authorized by Customer's license. Cellebrite shall have no liability to Customer for any good faith invocation of any such disabling code.

9. TERM AND TERMINATION

A. Term. The term of this EULA is while any Software is under Customer's control or possession. The License Term shall be determined in a separate agreement between Cellebrite and the Customer.

B. Termination. Cellebrite may terminate this EULA and revoke the license granted hereunder (i) upon thirty (30) days' prior written notice to Customer if Customer has not cured any material breach of this EULA by the end of such thirty (30) day notice period, or (ii) if Customer has not paid any invoice sixty (60) days after such invoice is due, or (iii) by providing a written notice to be immediately effective in case Cellebrite reasonably determines that it can no longer comply with the terms of the Agreement in accordance with the requirement of any applicable law, rule and/or regulations. Termination of the Agreement in accordance with this Section shall not impose on Cellebrite liability of any kind . Upon termination or expiration of this EULA, (a) Customer shall be responsible for payment for all purchase orders delivered to Customer by Cellebrite before the effective date of termination and (b) Customer shall destroy all copies of any Software under Customer's control or possession.

C. Survival. The provisions of Sections 1-5, 6, 9, and 10-15 of this EULA shall survive any termination or expiration of this EULA.

10. CHOICE OF LAW; JURISDICTION; GOVERNING LANGUAGE

A. Choice of Law; Jurisdiction.

i. The Parties agree to meet and discuss any dispute or claim relating to the Agreement prior to seeking any judicial resolution, for a period of at least thirty (30) days, during which either party may request confidential mediation. If either party requests confidential mediation, the Parties shall conduct a minimum of two (2) days of confidential mediation with a neutral mediator selected by the American Arbitration Association in New York, New York.

ii. This Agreement and any disputes or claims arising hereunder are governed by the Laws of, and subject to the exclusive jurisdiction of, the country of incorporation of the Cellebrite entity that sold any Product or licensed any Software to Customer, without giving effect to any choice of Law rules or principles. In case of sales or licenses in the United States of America, this Agreement and any disputes or claims arising hereunder are governed by the laws of the State

of New York and subject to the exclusive jurisdiction of the federal or state courts in New York, without giving effect to any conflict of Law rules or principles. Notwithstanding anything to the contrary, in the vent that the entity that sold any Product or licensed any Software to the Customer is Cellebrite GmbH, this Agreement shall be governed by and construed in accordance with the law of England and Wales and the Parties hereby submit to the exclusive jurisdiction of the English courts and, without giving effect to any conflict of Law rules or principles. The United Nations Convention on Contracts for the International Sale of Goods (except that sales or licenses in the United States of America shall not exclude the application of General Obligations Law 5-1401), and the Uniform Computer Information Transactions Act do not apply to this Agreement. Cellebrite may, at its sole discretion, initiate any dispute or claim against Customer, including for injunctive relief, in any jurisdiction permitted by applicable Law.

B. Litigation Support. Cellebrite will only provide litigation support or testimony related to this Agreement if Cellebrite is compensated for its participation, including all travel expense, attorneys' fees, lost opportunity costs, and other applicable amounts. Purchaser will contact Cellebrite for a quote.

C. Governing Language. The parties hereto have required that this EULA be drawn in the English language, and that the English language version shall control over any translations thereof. If Customer is located in Quebec, the following sentence shall apply: Les parties conviennent que cette EULA soient rediges en anglais.

11. **ASSIGNMENT** – Except to the extent otherwise required by applicable Law or expressly provided for assignment generally in the Agreement, no license provided to Customer is sublicensable, transferable or assignable by Customer, including by operation of Law, change of control, merger, purchase or otherwise, without the prior written consent of Cellebrite in each instance. Other than as expressly permitted by the foregoing, any attempted sublicense, transfer or assignment by Customer shall be null and void.

12. **NO-WAIVER** – No course of dealing or failure of either party to strictly enforce any term, right or condition of the Agreement shall be construed as a waiver of such term, right or condition.

13. **ENTIRE AGREEMENT** – The terms and conditions contained in this EULA supersede all prior oral or written understandings between the parties and shall constitute the entire agreement between the parties with respect to the subject matter of this EULA, except as provided for in the preamble to this EULA.

14. **CONSTRUCTION; SEVERABILITY** – The headings used in this EULA are for reference purposes only and will not be deemed to limit, expand or in any way affect the interpretation of any term or provision hereof. If any provision of this EULA is held to be invalid or unenforceable for any reason, the validity, legality, and enforceability of the remaining provisions will not be affected or impaired. The parties shall interpret the affected provision in a manner that renders it enforceable while attempting to closely approximate the intent and effect of the affected provision.

15. **USA GOVERNMENT USERS ONLY**

This Section does *not* apply to any private enterprise, public or private corporation, law firm, consulting company, digital forensics company, non-law enforcement agency, private person, or any other corporate entity that is a Licensee.

A. U.S. Government Customers. The Software and Services were developed exclusively at private expense and qualifies as a "commercial item" consisting of "commercial computer software" and/or "computer software documentation" as such terms are defined and used at FAR (48 C.F.R.) 2.101. Use, duplication or disclosure of the Software by the U.S. Government are subject to

restrictions set forth in this Agreement, in accordance with FAR 12.212 and/or DFARS 227.7202-4, as applicable.

B. **INAPPLICABLE TERMS AND PROVISIONS – *VOID AB INITIO*.** This Section ***only applies*** to U.S. local, county, state, governmental agencies and other U.S. law enforcement agencies that are state or federally funded by the United States Government. Subject to the foregoing statements, to the extent that any term or provision of the Agreement, is considered ***void ab initio***, or is otherwise unenforceable against the Licensee pursuant to applicable U.S. Law that expressly prohibits Licensee from agreeing to such term or condition, then such conflicting term or provision in this Agreement shall be struck to the extent to make such term or provision enforceable, and the remaining language, if any, shall remain in full force and effect. Any Licensee policies or procedures which are not expressly required by U.S. Law, shall not apply or be incorporated into the Agreement.

16. WARRANITES

A. Hardware Warranty.

Subject to the remaining Sections of this Appendix I, Cellebrite warrants that each Product, including all firmware but excluding 1) Software, for which the warranty is only as provided under Section B, 2) other Accessories, for which the warranty shall be as provided below, and 3) related services or prototypes of any Product, shall perform in substantial conformance with its Documentation for twelve (12) months after delivery (the "**Warranty Period**"). If any failure to conform to such specification ("**Defect**") is suspected in any Product during the Warranty Period, Licensee, after obtaining return authorisation information from Cellebrite, shall ship suspected defective samples of the Product to Cellebrite in accordance with Cellebrite's instructions at Licensee's expense. No Product will be accepted for repair, replacement, credit or refund without the written authorization of Cellebrite. Cellebrite shall analyse the Defect and any technical information provided by Licensee to verify whether any Defect appears in the Product.

If a returned Product does not have a Defect, Licensee shall pay Cellebrite all costs of handling, inspection, repairs, and transportation at Cellebrite's then-prevailing rates. If a returned Product has a Defect, Cellebrite shall, at its option, either repair or replace the defective Product with the same or equivalent Product without charge. If, after a period of thirty days following Cellebrite's receipt of the returned Product, repair or replacement has not occurred then Cellebrite will credit or refund (at Cellebrite's option) the purchase price, provided: (i) Licensee notifies Cellebrite in writing of the claimed Defect within thirty (30) days after Licensee knows or reasonably should know of the claimed Defect, and (ii) the Defect appears within the Warranty Period. Cellebrite shall ship any replacement Product DAP, excluding Import VAT (Incoterms 2010), to Licensee's destination. Title to any replaced Product or replaced parts of any Product shall pass to Cellebrite upon delivery.

In no event shall Cellebrite be responsible for deinstallation or reinstallation of any Product or for the expenses thereof. Repairs and replacements covered by the above warranty will perform in substantial conformance with the Documentation for a period of (i) six (6) months from the date of repair or replacement or (ii) until the expiration of the original Warranty Period, whichever is later.

Accessories shall perform in substantial conformance with their Documentation for six (6) months after Licensee's receipt (the "**Accessories Warranty Period**"). If any Defect is suspected in any accessories during the Accessories Warranty Period, Licensee, after obtaining return authorisation information from Cellebrite, shall ship suspected defective Accessories to Cellebrite in accordance with Cellebrite's instructions. No Accessories will be accepted for repair or replacement without the written authorisation of Cellebrite. If returned Accessories do not have a Defect, Licensee shall pay Cellebrite all costs of handling, inspection, repairs and transportation at Cellebrite's then-prevailing rates. If returned Accessories have a Defect, Cellebrite shall either repair or replace the

defective Accessories with the same or equivalent Accessories without charge. Title in any replaced Accessories shall pass to Cellebrite upon delivery of the replacement Accessories.

"**Accessories**" shall mean using any peripheral equipment which accompanies, or is used in conjunction with, the Products, including without limitation, cables, kits, connectors or other accessories.

B. Software Warranty:

Cellebrite warrants to Licensee that for a period of sixty (60) days after the date of shipment, the Software will perform substantially in conformance with its Documentation. As Purchaser's sole and exclusive remedy, Cellebrite will, at its sole expense, and as its sole obligation, promptly repair or replace any Software that fails to meet this limited warranty. Software shall be provided with an initial twelve (12) months license which may be renewed by Purchaser for additional terms against payment of the applicable subscription fees to Cellebrite (the "**Software License Period**"). During the Software License Period Cellebrite shall provide Purchaser with periodical Software Updates, at Cellebrite's sole and absolute discretion.

C. Exclusions:

Cellebrite is not responsible for any claimed breach of any warranty caused by: (a) Licensee's use of the Products or Software in violation of Section 2(C) ("License Prohibitions"); (b) placement of the Products or Software in an operating environment contrary to specific written instructions and training materials provided by Cellebrite to Licensee; (c) Licensee's intentional or negligent actions or omissions, including physical damage, fire, loss or theft of a Product; (d) cosmetic damage to the outside of a Product, including ordinary wear and tear, cracks or scratches; (e) for any Product with a touch screen, any Defect in such a touch screen after thirty (30) days from the date of receipt of such Product, or any Defect caused in a touch screen by Licensee's negligence or wilful misconduct; (f) maintenance of the Products or Software in a manner that is contrary to written instructions provided by Cellebrite to Licensee; (g) a product or service not provided, authorised or approved by Cellebrite for use with the Products or Software; (h) any repair services not authorised or approved by Cellebrite; (i) any design, documentation, materials, test data or diagnostics supplied by Licensee that have not been authorised or approved by Cellebrite; (j) usage of any test units, experimental products, prototypes or units from risk lots (each of which is provided "AS IS" to the maximum extent permissible by law); (k) any third party original equipment manufacturer's restrictions on individual phones or models of phones that prevent the phones or models of phones from working with the Products or Software; (l) any damage to a third party device alleged to or actually caused by or as a result of use of a Product or Software with a device; (m) any Products that have had their serial numbers or month and year of manufacture or shipment removed, defected or altered; (n) any interactions or other effects relating to or arising out of the installation of copies of the Software beyond the number of copies authorised by an agreement between Cellebrite and Licensee; (o) use of Products or Software incorporated into a system, other than as authorised by Cellebrite; or (p) any Products or Software that has been resold or otherwise transferred to a third party by Licensee (any Product or Software affected by the cases in (a)-(p) is referred to hereinafter as an "**Excluded Item**"). The warranties herein do not apply to, and Cellebrite makes no warranties with respect to the computer or other platform on which the Software is installed or otherwise embedded.

D. Warranty Limitations:

EXCEPT AS STATED IN THIS WARRANTY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, CELLEBRITE, ITS SUBSIDIARIES AND AFFILIATES, SUBCONTRACTORS AND SUPPLIERS EXPRESSLY DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES, AND CONDITIONS, EXPRESS OR IMPLIED, AT COMMON LAW OR BY STATUTE, AND

SPECIFICALLY DISCLAIM ANY WARRANTY AND/OR CONDITION RELATING TO THE PRODUCTS, SERVICES, OR THE CONFIDENTIAL INFORMATION, INCLUDING THOSE OF MERCHANTABILITY, ACCURACY, PATENT SUFFICIENCY, FITNESS FOR A PARTICULAR PURPOSE, USE, VALUE, NONVIOLATION OF PRIVACY RIGHTS, OR NONINFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE, AND THE EQUIVALENTS THEREOF UNDER THE LAWS OF ANY JURISDICTION OR THAT THE PRODUCTS WILL BE OF SATISFACTORY QUALITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR FAILURE OF AN ITEM TO CONFORM WITH ITS SPECIFICATIONS SHALL BE CELLEBRITE'S OBLIGATION (i) TO REPAIR OR (ii) TO REPLACE OR, (iii) IF NEITHER (i) NOR (ii) IS COMMERCIALLY FEASIBLE, TO CREDIT OR REFUND (AT CELLEBRITE'S OPTION) SUCH ITEM AS SET FORTH ABOVE. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Cellebrite expressly disclaims and renounces any warranty or representation that the Products and/or the Software can work with all types of devices, any particular device, or with any particular version of any operating system. Licensee assumes the entire risk and all liabilities that the Product and/or the Software will not work with respect to any such device. THE LICENSEE'S BENEFITS FROM THE SERVICES ARE PROVIDED BY CELLEBRITE ON AN "AS-IS" AND "WHERE IS" BASIS AND WITH ALL FAULTS.

E. Repaired or Replaced Products:

Before returning a Product for service, Licensee will back up any data contained in such Product. IN NO EVENT WILL CELLEBRITE, ITS AFFILIATES OR SUPPLIERS BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND WHATSOEVER RELATING TO OR ARISING OUT OF DAMAGE TO, LOSS OF, OR CORRUPTION OF, ANY RECORDS, PROGRAMS, DATA OR INFORMATION RESULTING FROM CELLEBRITE'S REPAIR OR REPLACEMENT SERVICES UNDER THIS WARRANTY, OR AS A RESULT OF A FAILURE OR MALFUNCTION OF A PRODUCT.

EULA Version: November 2024

Docusign Envelope ID: C89C91AA-A374-4C27-A97A-CAB971F00019

Cellebrite

CELLEBRITE INC.
GENERAL TERMS AND CONDITIONS

1. Definitions

1.1. In addition to the definitions contained in the End User License Agreement available at https://legal.cellebrite.com/End-User-License-Agreement.html ("**EULA**"), the terms of which are incorporated by reference herein, in these General Terms and Conditions (the "**GTC**"):

1.1.1. "**Licensee**" shall mean the contracting party of the which purchase from Cellebrite the Products under the Purchase Order.

1.1.2. "**Person**" shall mean and include an individual, a partnership, a joint venture, a corporation, a limited liability company, a limited liability partnership, a trust, an incorporated organization and a governmental or regulatory authority.

1.1.3. "**Personal Information**" means any information that can identify an identifiable person, and includes, but is not limited to: (a) an individual's name together with address, Social Security Number, Tax identification number, driver's license number, identification card number, phone number, date of birth, password or other security credentials or other information that can identify an individual; (b) credit, debit or other payment card information, bank account or other financial institution information, credit history, credit reports or other financial information; (c) Licensee proprietary network information, including without limitation call and message detail, type and use of products or services, account numbers, identifying numbers of wireless devices or other information related to telecommunications usage; and, (d) compensation or benefits information, protected health information, marital status, number of dependents, background checks, disciplinary action or other information related to employment.

1.1.4. "**Purchase Order**" or "**PO**" shall mean a purchase order submitted by Licensee to Cellebrite.

1.1.5. "**Quote**" shall mean a Quote issued by Cellebrite pursuant to this Agreement.

1.1.6. "**Restricted Territories**" shall mean any of those jurisdictions or territories that are (i) subject or target of sanctions or terrorist-supporting territories, including, without limitation, Iran, Iraq, Somalia, Syria, Libya, Lebanon, Palestinian territories, North Korea, Sudan, Yemen, Cuba, Venezuela, Pakistan and the Crimea region, or (ii) regulated territories in which Licensee does not have the licences, permits, authorizations and approvals that are required by all applicable laws issued by the relevant regulatory authority to carry out Licensee's business activity using the Product and/or the Software.

1.2. In these GTC, unless the context otherwise requires: (i) words expressed in the singular shall include the plural and vice versa, (ii) words expressed in the masculine shall include the feminine and neutral gender and vice versa; (iii) references to Sections are references to sections of these GTC, and; (iv) references to "day" or "days" are to business days, which shall be any day, other than a Saturday or Sunday or a day on which banks located in the United States shall be authorised or required by law to close.

2. Scope and Purpose

2.1. The Agreement shall apply to any acquisition of Products by Licensee from Cellebrite. In the event of any conflict, ambiguity, or inconsistency between the provisions of the Agreement and any other document, such as a Licensee-issued PO, the following order of precedence shall apply: (1) the Agreement; (2) a Confirmed PO; and (3) the terms of any other Cellebrite-issued document relating to the Product. Licensee's preprinted terms, URL's, or hyperlinks in any document shall not be binding

Cellebrite

on the Parties nor modify this Agreement, and are expressly rejected, regardless of when issued by Licensee and/or received by Cellebrite, or even if signed by Cellebrite. Should such document contain language that purports to supersede and/or control over this Agreement, the Parties expressly acknowledge and agree that such document shall have no such legal effect between the Parties. Any deviations from the Agreement, unless they are made in writing and executed by a duly authorised officer of Cellebrite, shall be void and unenforceable.

2.2. **Services for Premium ES' Licensees**:

2.2.1. **"Included Annual Services"** shall mean services to be provided to Premium ES' Licensees with respect to Premium ES' Licenses issued under Quotes dated 1 November 2021 onwards; Such services may include installation assistance and/or guidance, all as defined and/or as shall be defined from time to time by Cellebrite's at its sole and absolute distraction.

2.2.2. During the License Term, Premium ES' Licensee shall be entitled to up to 2 (two) consecutive days (maximum 8 hours per each day) of Included Annual Services per year, on a non-accumulative basis. The Included Annual Services shall be provided to Premium ES' Licensee remotely or on-site - at Cellebrite's sole and absolute discretion. Upon Premium ES' Licensee written request to receive the annual Included Annual Services, Cellebrite's and the Premium ES' Licensee shall mutually determine regarding the dates of executions of the annual Included Annual Services. Non-consumption of any Included Annual Services by the Premium ES' Licensee during the License Term, for any reason, shall not entitle the Premium ES' Licensee to any refund and/or reduction of the quoted price and/or any other rights deriving from the non-consumption of the Included Annual Services.

2.2.3. **Premium ES' – Enterprise Vault Service**. Access to the Enterprise Vault Service device ("**EVS**") shall be restricted only to such personnel of the Licensee that were certified by the Licensee to access and operate the EVS. Licensee shall not, in any way, alone or through any third party, resell, copy, modify, reverse compile, reverse assemble, reverse engineer or otherwise translate all or any portion of the EVS.

2.3 **Services for Pathfinder Teams Licensees:**

2.3.1. "**Included Pathfinder Teams Annual Services**" shall mean services to be provided to Pathfinder Teams Licensees with respect to new (other than renewals) Pathfinder Teams Licenses issued under Quotes dated 1 January 2022 onwards; Such services may include first installation assistance and/or web-based training or guidance and/or implementation, all as defined and/or as shall be defined from time to time by Cellebrite's at its sole and absolute distraction.

2.3.2. During the License Term, Pathfinder Teams Licensee shall be entitled to up to 2 (two) consecutive days (maximum 8 hours per each day) of Included Pathfinder Teams Annual Services per year, on a non-accumulative basis. The Included Pathfinder Teams Annual Services shall be provided to Pathfinder Teams Licensee remotely or on-site - at Cellebrite's sole and absolute discretion. Upon Pathfinder Teams Licensee written request to receive the annual Included Pathfinder Teams Annual Services, Cellebrite's and the Pathfinder Teams Licensee shall mutually determine regarding the dates of executions of the annual Included Pathfinder Teams Annual Services. Non-consumption of any Included Pathfinder Teams Annual Services by the Pathfinder Teams Licensee during the License Term, for any reason, shall not entitle the Pathfinder Teams Licensee to any refund and/or reduction of the quoted price and/or any other rights deriving from the non-consumption of the Included Pathfinder Teams Annual Services.

3. Purchase Orders

3.1. Purchase Order. Licensee will issue Purchase Orders to Cellebrite specifying: (i) quantities of each Product; (ii) price per unit for each Product (in accordance with the terms agreed upon hereunder) ("**Price per Unit**") and license fees; (iii) desired date for collection of the Products; (iv) shipping instructions; and (v) any other data or information requested by Cellebrite.

3.2. Purchase Order Amendments. Changes to any Purchase Order require: (i) sufficient advance notice for Cellebrite to make the necessary modifications and (ii) written confirmation from Cellebrite for

Cellebrite

such modification to the Purchase Order. The Parties will confirm in writing any changes in the Price per Unit or delivery schedule of the Product. The Licensee will reimburse Cellebrite for all costs and expenses incurred by Cellebrite in connection with amendment of the Purchase Order.

3.3. Purchase Order Confirmation. Cellebrite shall provide a written response to each Purchase Order within seven (7) business days following the receipt of a Purchase Order. In the event Cellebrite fails to respond to Licensee within said period, the Purchase Order shall be deemed accepted ("**Confirmed PO**").

3.4. Purchase Order Cancellation and Reimbursement of Charges. Licensee may cancel a Purchase Order in whole or in part by giving Cellebrite a written notice in this respect no later than forty-five (45) days prior to the designated delivery date. In the event Licensee cancels a Purchase Order or any part thereof, Cellebrite shall reimburse Licensee for the relative part of the Total Purchase Price (as defined below) paid by Licensee for the Products. Cellebrite may reduce any sums to be reimbursed to reflect the costs of material which cannot otherwise be consumed or used in the next three (3) months by Cellebrite in the course of its business.

4. Prices and Purchase Price

4.1. Price List. Cellebrite may, at its sole discretion, change its price lists or add or remove products from the price lists. Changes in price lists shall take effect within thirty (30) days from the date of notification to Licensee. It is hereby clarified that changes in price lists shall not apply to Products underlying a Confirmed PO, however, price list changes will apply to any Confirmed PO if Licensee has requested an amendment to the Confirmed PO and the amendment has not been accepted by Cellebrite at the time of the price list change.

4.2. Total Purchase Price. Licensee shall pay Cellebrite the total price as set forth in the Purchase Order ("**Total Purchase Price**"). Cellebrite may charge Licensee for any modifications to an accepted Purchase Order, including changes in the proposed delivery schedule.

4.3. Quoted Price. Unless otherwise agreed in writing, all prices quoted in the Purchase Order ("**Quoted Price**") shall be paid by Licensee to the account(s) indicated by Cellebrite. All payments shall be made in US currency or other currency mutually agreed by the Parties. The payment is considered made at the date when the amounts effectively reach Cellebrite's bank account. The Quoted Price does not include transportation, insurance, federal, state, local, excise, value-added, use, sales, property (ad valorem), and similar taxes or duties In addition to the Quoted Price, Licensee shall pay all taxes, fees, or charges imposed by any governmental authority. If Cellebrite is required to collect the foregoing, Licensee will pay such amounts promptly unless it has provided Cellebrite with a satisfactory valid tax exemption certificate authorized by the appropriate taxing authority.

4.4. Terms of Payment and Default Interest. Payment for the Products under any confirmed PO shall be in accordance with the payment terms set forth in the Quote. Failure to make due payment in accordance with the terms of the Quote may cause Cellebrite to apply an interest charge of up to one and one-half percent (1.5%) per month (but not to exceed the maximum lawful rate) on all amounts which are not timely and duly paid, accruing daily and compounding monthly from the date such amounts were due. Licensee shall reimburse Cellebrite for all costs and expenses incurred by Cellebrite in connection with the collection of overdue amounts, including attorneys' fees. Licensee shall not be permitted to set off any deductions against any amounts due to Cellebrite.

5. Delivery

5.1. Delivery Obligations. Delivery obligations of Cellebrite (including the delivery location and time period) shall be as set forth in the Quote. The Product shall be free from any pledge, lien, charge, hypothecation, encumbrance or other security interest upon its delivery to Licensee.

5.2. Transfer of Risk and Title. The transfer of the risk regarding the hardware (not the Software) shall pass to Licensee upon delivery. Only upon full payment of Licensee to Cellebrite the title of the hardware (not Software) shall pass to Licensee.

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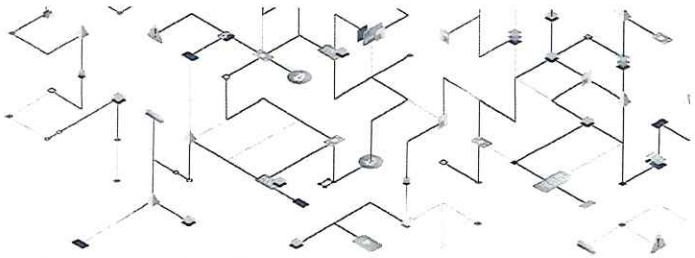


6. Representations and Warranties

6.1. Each Party warrants, represents, and undertakes that it has and shall continue to have full ability, capacity, and authority required by law or otherwise to enter into and to perform its obligations under the Agreement in a reliable and professional manner.

6.2. Licensee warrants, represents and undertakes that: (i) it has obtained, prior to the consummation of this Agreement, all approvals, permits, licences, consents, authorisations, registrations, permissions, notices, certifications, rulings, orders, judgements and other authorisations from any applicable data subject, employee, employee representative body, regulatory authority, or third party entity or person necessary for the use of the Product and/or the Software by Licensee or for Cellebrite to perform or provide any services related to the Product and/or the Software ("**Permissions**") which include, rights for Cellebrite to use, access, intercept, analyse, transmit, copy, modify, and store, all of the intellectual property rights, Personal Information ("**Personal Data**"), confidential information, or other data or information that may be used, accessed, intercepted, transmitted, copied, modified or stored by Cellebrite to perform or provide any Services; (ii) the execution, delivery and performance of this Agreement have been duly authorised by all necessary corporate actions; (iii) neither the execution and delivery of this Agreement, nor compliance by it with the terms and provisions hereof and thereof, will conflict with, or result in a breach of any judgment, order, writ, decree, statute, rule, regulation or restriction; (iv) its performance of its obligations in accordance with the terms of the Agreement will not breach any agreement by which it is bound, or violate or infringe any law or any copyrights; (v) it shall use reasonable endeavours to provide such information and assistance which is reasonably required to fulfil Cellebrite's obligations under the Agreement; and (vi) it has the right to be in possession of, access, interact with and otherwise use, all devices, equipment, programmes, data and media (including any telecommunications systems) that are being used in connection with the Product and/or the Software and that the use of the Product and/or the Software, including any instructions given to Cellebrite in connection with the same, is made in compliance with all applicable laws; and (vii) all information provided by it to Cellebrite during the term of the Agreement shall be complete and accurate in all material respects, and that it is entitled to provide the information to Cellebrite for its use as contemplated under the Agreement.

6.3. Where necessary for, or incidental to, any servicing by Cellebrite of the Product and/or Software, Licensee authorises Cellebrite to:

6.3.1. access all devices and all programmes, data and media contained on them;

6.3.2. obtain and retain personal data on the devices and programmes, data and media contained on them;

6.3.3. access and intercept communications on the devices and programmes, data and media contained on them; and

6.3.4. use technology or other means to circumvent measures designed to prevent unauthorised access to devices and all programmes, data and media contained on them, including where such measures are designed to protect copyright works.

6.4. Licensee shall provide to Cellebrite in a timely manner the following documents, information, items, written evidence and materials in any form (whether owned by Licensee or third party) and ensure that they are accurate and complete in all material respects:

6.4.1. Licensee's IT Policy;

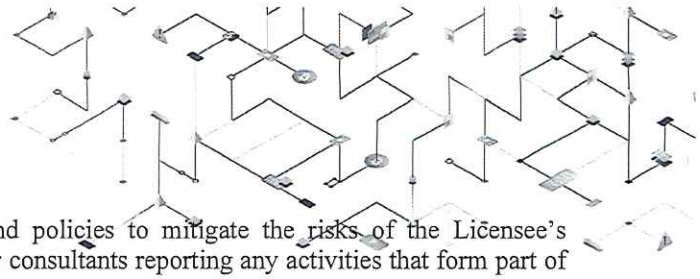
6.4.2. Licensee's Acceptable Use Policy;

6.4.3. Licensee's "Bring Your Own Device" Policy; and

6.4.4. evidence that Licensee's has obtained all Permissions required to permit Cellebrite to perform its service obligations under the Agreement.

6.5. Licensee shall also:

Cellebrite



6.5.1. implement appropriate measures and policies to mitigate the risks of the Licensee's employees, agents, subcontractors or consultants reporting any activities that form part of the services provided by Cellebrite under this Agreement directly to any law enforcement authority; and

6.5.2. immediately notify Cellebrite if Licensee becomes aware that any of Licensee's employees, agents, subcontractors or consultants have reported any activities that form part of the services provided by Cellebrite under this Agreement directly to any law enforcement authority.

7. Responsibility

7.1. Subject to the terms of the Agreement and any ancillary documents thereto, each Party is responsible to the other Party for damages it may cause to the other Party by its willful acts and for its failure to fully or duly perform the conditions hereof.

7.2. Licensee will not, directly or indirectly, use, resell, deliver, transfer, lend, or otherwise make available the Product and/or the Software to any of Cellebrite's competitors.

7.3. Licensee will not directly or indirectly use the Product and/or the Software, or otherwise resell, deliver, transfer, lend, contribute or otherwise make available the Product and/or Software to any party, person or entity in connection with any terrorist activity or activity or business in any of the Restricted Territories in violation of sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC") or the U.S. Department of State (including, without limitation, the designation as a "specially designated national" or "blocked person"), the United Nations Security Council ("UNSC"), the European Union, Her Majesty's Treasury or other relevant economic sanctions authority.

7.4. Cellebrite may modify the list of Restricted Territories in its sole discretion. Cellebrite will notify Licensee of any such modifications.

7.5. Both Parties shall comply with Cellebrite's Business Conduct Policy available at http://legal.cellebrite.com/intl/Business_Conduct_Policy.htm. If a Party breaches the Business Conduct Policy, the non-breaching Party may terminate this Agreement by giving ten (10) days' prior written notice to the breaching Party.

8. Compliance

8.1. Licensee is obligated to comply with the law applicable in connection with the business relationship with Cellebrite. Licensee will comply with Cellebrite's Business Conduct Policy.

8.2. Licensee represents warrants and covenants that it shall not engage in any deceptive, misleading, illegal or unethical practices that may be detrimental to Cellebrite or to any of Cellebrite's products, including but not limited to the Product or the Software and shall only use the Products or Software in compliance with all applicable laws and regulations (including, without limitation, data protection, privacy, computer misuse, telecommunications interception, intellectual property, and import and export compliance laws and regulations or the applicable foreign equivalents).

8.3. Licensee and its subsidiaries and Affiliates will not (i) offer, promise or grant any benefit to a public official for that person or a third party for the discharge of a duty; (ii) offer, promise or grant an employee or an agent of a business for competitive purposes a benefit for itself or a third party in a business transaction as consideration for an unfair preference in the purchase of goods or commercial services; (iii) demand, allow itself to be promised or to accept a benefit for itself or another in a business transaction as consideration for an unfair preference to another in the competitive purchase of goods or commercial services, and; (iv) violate any applicable anticorruption regulations and, if applicable, not to violate the US Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act or any other applicable antibribery or anti-corruption law. Licensee further represents, covenants and warrants that it has, and shall cause each of its subsidiaries and/or Affiliates to, maintain systems of internal controls (including, but not limited to, accounting systems, purchasing systems and billing systems) to ensure compliance with the FCPA, the U.K. Bribery Act, or any other applicable anti-bribery or anti-corruption law.

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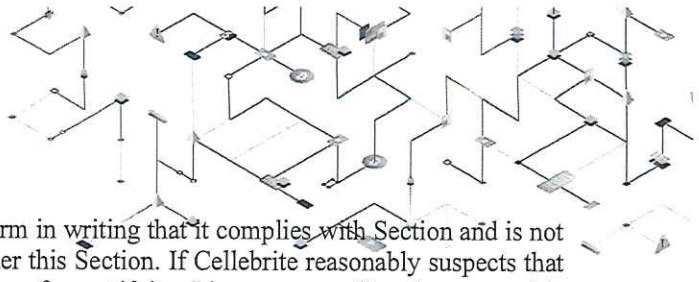

8.4. Upon Cellebrite's request, Licensee will confirm in writing that it complies with Section and is not aware of any breaches of the obligations under this Section. If Cellebrite reasonably suspects that Licensee is not complying with Section then, after notifying Licensee regarding the reasonable suspicion, Cellebrite may demand that Licensee, in accordance with applicable law, permit and participate in - at its own expense - auditing, inspection, certification or screening to verify Licensee's compliance with this Section. Any such inspection can be executed by Cellebrite or its third party representative.

8.5. In the event Licensee is in contact with a Government Official concerning Cellebrite, discussing or negotiating, or Licensee engages a third party to do so, Licensee is obligated (i) to inform Cellebrite in advance and in writing, clearly defining the scope of the interaction, (ii) upon request, to provide Cellebrite with a written record of each conversation or meeting with a Government Official and (iii) to provide Cellebrite monthly a detailed expense report, with all original supporting documentation. A "Government Official" is any person performing duties on behalf of a public authority, government agency or department, public corporation or international organization.

8.6. Cellebrite may immediately terminate this Agreement and any applicable Purchase Orders if Licensee violates its obligations under this Section. Nothing contained in this Section shall limit any additional rights or remedies available to Cellebrite.

8.7. Licensee shall indemnify Cellebrite and Cellebrite's employees from any liability claims, demands, damages, losses, costs and expenses that result from a culpable violation of this Section by Licensee.

8.8. Licensee will pass on the provision of this Section to its affiliates and bind its affiliates accordingly and verify the compliance of its subsidiaries or affiliates with the provisions of this Section.

9. Force Majeure

9.1. Neither party will be liable for delays in performance caused by any unforeseeable and unpreventable circumstance or event beyond the party's reasonable control that interferes with the performance of the Agreement ("**Force Majeure**"). Force Majeure includes, but is not limited to, acts of God, war (whether declared or undeclared), terrorism, strikes, fires, accidents, floods, civil disturbance and natural disasters. Upon the ceasing or termination of Force Majeure, the Parties shall resume their responsibilities under the terms of the Purchase Order and related agreements within 7 days (or, if the same is not possible, within reasonable period of time).

9.2. A party seeking the protection of Section 9.1 shall provide written notice to the other party within five (5) days of the beginning of the Force Majeure event.

10. Export

10.1. The Parties acknowledge that the Product and/or the Software is or may be subjected to regulations on customs, export or import control and/or re-export regulations applicable in the United States, the European Union and its member countries, and/or other countries. Said regulations include but are not limited to the provisions of the US Export Administration Regulations (EAR) and the provisions of the regulations of the European Union.

10.2. Licensee expressly warrants, represents and covenants that it shall comply fully with all applicable export laws and regulations of the United States and other jurisdictions to ensure that neither the Product nor the Software are exported or reexported in violation of such laws and regulations, or used for any purposes prohibited by such laws. As the Products and the Software are subject to export control laws and regulations, Licensee shall not export or "re-export" (transfer) the Product and/or the Software unless the Licensee has complied with all applicable controls.

11. Miscellaneous

11.1. Publicity. Cellebrite may list Licensee as one of Cellebrite's customers. This Agreement and any Purchase Order are considered Cellebrite's Confidential Information. Licensee shall not make any public disclosure or announcements concerning this Agreement, any Purchase Order, Cellebrite, the Products, and/or the Software without the prior written consent of Cellebrite.

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11.2. Language. Except where the context otherwise requires, the terms "including" and "includes" shall mean "including without limitation" and "includes without limitation", respectively. If any term hereof shall be held to be invalid or unenforceable for any reason, then the meaning of such term shall be construed so as to render it enforceable to the extent feasible. If no feasible interpretation would save such term hereof, it shall be severed herefrom, but without in any way affecting the remainder of such term or any other term contained herein, unless such severance effects such a material change as to render the terms of these GTC unreasonable.

11.3. Termination. Cellebrite may terminate this Agreement: (i) for its convenience by giving the other thirty (30) days' prior written notice; (ii) by giving the other Party a written notice to be immediately effective in case the other causes a material or continuous breach hereof ("continuous" meaning two or more occurrences of the same breach). All of Licensee's obligations under this Agreement shall survive the expiration or termination of the Agreement. Termination of this Agreement will not entitle Licensee to any deduction of the Quoted Price or any refund of any prepaid fees. Upon termination of the Agreement, for any reason, Licensee shall allow Cellebrite to access its premises for the purposes of de-installation and transfer of the Product. Termination of the Agreement in accordance with this Section shall not impose any liability on Cellebrite. Cellebrite may terminate the Agreement and revoke the license granted hereunder by giving the other Party a written notice to be immediately effective in case Cellebrite reasonably determines that it can no longer comply with the terms of the Agreement in accordance with the requirement of any applicable law, rule and/or regulations. Termination of the Agreement in accordance with this Section shall not impose on Cellebrite liability of any kind.

11.4. Third Party Rights. A person who is not a party to the Agreement shall not acquire any rights under them or be entitled to benefit from any of their terms.

11.5. Bankruptcy. If a voluntary or involuntary petition is filed under Title 11 of the United States Code or its analogue in any jurisdiction or country, all debts that Licensee may owe to Cellebrite shall be considered "administrative expenses" within the meaning of 11 U.S.C. Sec. 503(b)(1)(a) (as amended) or its analogue, and Cellebrite's claim or claims for those administrative expenses shall be entitled to the priority specified in 11 U.S.C. Sec. 507(a)(1) (as amended) or its analogue. Licensee will use its best efforts to classify those claims as administrative under applicable Law.

11.6. Relationship. The Parties intend to create an independent contractor relationship and nothing contained in this Agreement shall be construed to make either the Licensee or Cellebrite partners, joint venturers, principals, representatives, agents or employees of the other. Neither Party shall have any right, power, or authority, express or implied, to bind the other.

11.7. Counterparts. This Agreement may be executed in any number of counterparts, including using digital signatures or exchange of scanned copies of signed pages (*e.g.*, in PDF format), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Signature: _____
Dan Arriola
Title: Mayor
Date: _____

Cellebrite Inc.

Signature: Dorothy Flowers

Title: Director of Finance
Date: Jan-23-2026

Signature: Erik Cohen

Title: VP - SLG
Date: Jan-23-2026

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

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(1) DETERMINING THAT COMPLIANCE WITH STANDARD PROCUREMENT PROCESSES IS NOT IN THE BEST INTERESTS OF THE CITY PURSUANT TO TRACY MUNICIPAL CODE SECTION 2.20.180 (B)(4) AND DISPENSING SUCH REQUIREMENT FOR THE ACTIONS HEREIN, AND;

(2) APPROVING A CUSTOMER LICENSE AGREEMENT WITH CELLEBRITE, INC. FOR LICENSED DIGITAL FORENSICS PRODUCTS FOR A TOTAL NOT TO EXCEED AMOUNT OF $70,000 AND FOR THE TERM OF THREE YEARS, FEBRUARY 27, 2026 TO FEBRUARY 26, 2029.

WHEREAS, Cellebrite technology is critical to modern law enforcement investigations, providing the ability to lawfully access, extract, and analyze data from locked and encrypted mobile devices. and

WHEREAS, The City of Tracy Police Department and Cellebrite, Inc. have reached an agreement to provide these services, attached hereto (Exhibit 1), and

WHEREAS, Mobile devices are a primary source of evidence in contemporary criminal investigations, and

WHEREAS, Tracy Municipal Code Section 2.20.140(b)(4) allows for sole source procurement upon City Council approval, and

WHEREAS, The cost for a term of three years, February 27, 2026 to February 26, 2029, is not to exceed amount of $70,000 will be funded through the police department's operational budget; and

NOW, THEREFORE, be it resolved as follows:

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

FURTHER RESOLVED: That the City Council does hereby approve a Customer License Agreement with Cellebrite, Inc., attached as Exhibit 1, to provide the specified services, for a three-year agreement from February 27, 2026 to February 26, 2029 and total not to exceed amount of $70,000.

* * * * * * * * * * * * * *

The foregoing Resolution 2026-_____ was adopted by the Tracy City Council on the 17th day of February, 2026 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:_____
APRIL B.A. QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

EXHIBITS:

1). Professional Services Agreement with Jefferson Unified School District

Cellebrite Inc.
8065 Leesburg Pike,
Suite T3-302
Vienna, VA 22182
USA

Tel. +1 800 942 3415
Fax. +1 201 848 9982
Tax ID#: 22-3770059
DUNS: 033095568
CAGE: 4C9Q7
Company Website:
http://www.cellebrite.com

Quote

Quote#: Q-477949-1
Date: Sep 29, 2025

Billing Information
Tracy Police Department
1000 Civic Center Drive
Tracy, California 95376
United States

Contact: Brian Cockey
Phone: 2098316602

Delivery Information
Tracy Police Department
1000 Civic Center Drive
Tracy, CA 95376
United States

Contact: Brian Cockey
Phone: 2098316602

Wire To:
Bank Routing Number: 021000021
Account Number: 761020590
Account Name: Cellebrite Inc.

Check Remittance (Only for NA):
Cellebrite Inc. ,
PO BOX 23551
New York, NY, 10087-3551

End Customer: Tracy Police Department
Click here to process with Credit Card payment
By clicking the link above and accepting this quote,
You are expressing your agreement and compliance to and with the terms contained on this quote.

Customer ID	Good Through	Payment Terms	Currency	Sales Rep
SF-00071616	Jan 28, 2026	Net 30	USD	Caleb Coughlin

#	Product Code	Product Name	Qty	Start Date	End Date	Net Price\Unit	Net Price
1	B-CNR-05-001	Inseyets Online Pro	1	Jan 29, 2026	Jan 28, 2029	28,182.00	28,182.00
2	S-UFD-20-003	Inseyets Pro UFED Subscription	1	Jan 29, 2026	Jan 28, 2029		
3	S-UFD-20-006	Inseyets Pro PA Subscription	1	Jan 29, 2026	Jan 28, 2029		
4	S-AIS-20-001	Inseyets Online Limited Unlocks subscription	40	Jan 29, 2026	Jan 28, 2029	899.75	35,990.00

SubTotal	USD 64,172.00
Shipping & Handling	USD 0.00
Sales Tax	USD 5,294.19
Total	USD 69,466.19

Comments:
Pricing as follows:

YEAR 1 +2: Inseyets ($9,240), 40 Unlocks ($11,800)
YEAR 3: Inseyets ($9,702), Unlocks ($12,390)

Terms and Conditions:

- This Quote/Proforma Invoice/Tax Invoice, together with the terms and conditions and license agreement listed below that are incorporated by reference to this Quote/Proforma Invoice (together, the "Agreement"), constitute an offer by Cellebrite. By signing this the Quote/Proforma Invoice, issuing a purchase order (or other ordering document) in connection with this the Quote/Proforma Invoice, or downloading and/or using the products identified in this the Quote/Proforma Invoice/Tax Invoice, the customer agrees to be bound by the terms of this Agreement. Any additional or different terms or conditions contained in any customer document, purchase order or other ordering document will not be binding upon Cellebrite unless expressly accepted in a document signed by a Cellebrite authorized signatory.
- Quote is subject to regulatory approval.

- Freight Terms: FCA (NJ)
- General: The following terms shall apply to any product at http://legal.cellebrite.com/us/index.html
- EULA: All Cellebrite Software is licensed subject to the end user license agreement available at https://legal.cellebrite.com/End-User-License-Agreement.html
- Advanced Services (CAS): The following terms apply to Cellebrite Advanced Services at https://legal.cellebrite.com/CB-us-us/index.html
- Premium and Inseyets Unlocks: The following terms shall apply only to Cellebrite Premium and Inseyets Unlocks at http://legal.cellebrite.com/intl/PremiumUS.htm
- Pathfinder: The following terms apply to Cellebrite Pathfinder at https://legal.cellebrite.com/PF-Addendum.htm
- Training Services: The following terms apply to Cellebrite Training Services at http://legal.cellebrite.com/intl/Training.htm
- SaaS: The following terms apply to Cellebrite SaaS Services at https://legal.cellebrite.com/SaaS.htm
- Endpoint SaaS: The following terms apply to Cellebrite Cellebrite Endpoint SaaS at https://legal.cellebrite.com/Endpoint-SAAS.html

In the event of any dispute as to which terms apply, Cellebrite shall have the right to reasonably determine which terms apply to a given purchase order.
Please indicate the invoice number when remitting payment

*SALES TAX DISCLAIMER: Cellebrite Inc. is required to collect Sales and Use Tax for purchases made from the following certain U.S. States. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. Where applicable, Cellebrite Inc. will charge sales tax unless you have a valid sales tax exemption certificate on file with Cellebrite Inc. Cellebrite Inc. will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you are exempt from sales tax, you must provide us with your sales tax exempt number and fax a copy of your sales tax exempt certificate to Cellebrite Inc.
Please include the following information on your PO for Cellebrite UFED purchase:
- Please include the ORGINAL QUOTE NUMBER (For example - Q-XXXXX) on your PO
- CONTACT NAME & NUMBER of individual purchasing and bill to address
- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

I, the undersigned, hereby confirm that I am authorized to sign this Quote/Proforma Invoice on behalf the customer identified above, and I hereby approve that my signature is legally binding upon the customer identified above.

Customer Name: Tracy Police Department

Signature: _____ **Effective Date:** ____/____/____

Name (Print): _____ **Title:** _____

Please sign and email to Allison Asta at allison.asta@cellebrite.com

IMPORTANT: PLEASE READ THIS END CUSTOMER LICENSE AGREEMENT CAREFULLY. DOWNLOADING, INSTALLING, ACCESSING OR USING CELLEBRITE-SUPPLIED SOFTWARE (AS PART OF A PRODUCT OR STANDALONE) CONSTITUTES EXPRESS ACCEPTANCE OF THIS AGREEMENT. CELLEBRITE IS WILLING TO LICENSE SOFTWARE TO CUSTOMER ONLY IF YOU AND CUSTOMER ACCEPT ALL OF THE TERMS SET OUT IN THE AGREEMENT (as defined below).

TO THE EXTENT OF ANY CONFLICT BETWEEN THIS END Customer LICENSE AGREEMENT, ANY ADDITIONAL TERMS IN AN AGREEMENT SIGNED BETWEEN Customer AND CELLEBRITE, ANY "CLICK-ACCEPT" AGREEMENT, ANY TERMS ON A PURCHASE ORDER, AND CELLEBRITE'S TERMS AND CONDITIONS, THE ORDER OF PRECEDENCE SHALL BE (A) THIS END CUSTOMER LICENSE AGREEMENT; (B) AN AGREEMENT SIGNED BY Customer AND CELLEBRITE;; (C) CELLEBRITE'S QUOTE AND GENERAL TERMS AND CONDITIONS; (D) TERMS AND CONDITIONS SET OUT IN CELLEBRITE'S DOCUMENTATION, INCLUDING USER GUIDES, "CLICK TO ACCEPT" ADDENDA TERMS AND ANY POP UP TERMS AND INSTRUCTIONS WITHIN CELLEBRITE PRODUCTS; AND LAST (E) CUSTOMER'S PURCHASE ORDER. BY DOWNLOADING, INSTALLING, ACCESSING, OR USING THE SOFTWARE, USING THE PRODUCT OR OTHERWISE EXPRESSING YOUR AGREEMENT TO THE TERMS CONTAINED IN THE AGREEMENT, YOU INDIVIDUALLY AND ON BEHALF OF THE ORGANIZATION THAT YOU REPRESENT (THE "LICENSEE" OR "CUSTOMER") EXPRESSLY CONSENT TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT OR ARE NOT AUTHORISED TO ACCEPT AND AGREE TO THE TERMS CONTAINED IN THE AGREEMENT, THEN (A) DO NOT DOWNLOAD, INSTALL, ACCESS, OR USE ANY SOFTWARE (OR, AS APPLICABLE, ANY PRODUCT IN WHICH ANY SOFTWARE IS EMBEDDED), AND (B) WITHIN THIRTY (30) DAYS AFTER RECEIPT OF ANY SOFTWARE (OR, IF AN AGREEMENT BETWEEN CUSTOMER AND CELLEBRITE PROVIDES A SHORTER TIME PERIOD FOR ACCEPTANCE, SUCH SHORTER TIME PERIOD FOR ACCEPTANCE), EITHER RETURN SUCH SOFTWARE TO CELLEBRITE OR TO THE APPLICABLE AUTHORIZED RESELLER FOR FULL REFUND OF THE SOFTWARE LICENSE FEE, OR, IF SUCH SOFTWARE IS EMBEDDED IN A PRODUCT FOR WHICH NO SEPARATE SOFTWARE LICENSE FEE WAS CHARGED, RETURN SUCH PRODUCT AND EMBEDDED SOFTWARE, UNUSED, TO CELLEBRITE OR TO THE APPLICABLE AUTHORIZED RESELLER FOR A FULL REFUND OF THE LICENSE FEE PAID FOR THE APPLICABLE SOFTWARE EMBEDDED IN SUCH PRODUCT. CUSTOMER'S RIGHT TO RETURN AND REFUND ONLY APPLIES IF Customer IS THE ORIGINAL PURCHASER AND LICENSEE OF SUCH SOFTWARE.

This EULA governs Customer's access to and use of any Software and/or any Product (as defined below) first placed in use by Customer on or after the release date of this EULA version (the "Release Date").

1. **DEFINITIONS –** In this Agreement, the following capitalized terms shall have the meaning set forth below:
   "Affiliate" of a party means such party's parent corporation, an entity under the control of such party's parent corporation at any tier or an entity controlled by such party at any tier. For these purposes, "control" shall mean the power to direct or cause the direction of the management and policies of the entity, whether through the ownership of more than 50% of the outstanding voting interests in such entity or otherwise.

   "Agreement" means this EULA, combined with the Cellebrite General Terms and Conditions (the "GTC") which is incorporated by reference herein, and any additional agreement in writing signed by Customer and Cellebrite.

   "Authorization Product" means a product sold by Cellebrite, or an authorized reseller of Cellebrite, with embedded License Authorization Software, including but not limited to a USB dongle with embedded License Authorization Software.

"Authorized Users" means the number of Users that Customer is licensed to have access to the applicable Software, which may include Concurrent Users and/or Named Users, all as set forth in the Agreement. If the number of Authorized Users is not otherwise set forth in the Agreement, the number of Authorized Users shall be deemed to be equal to the number of Products (other than Authorization Products) purchased by Customer.

"Beta Software" means a pre-commercial, evaluation, pilot, "alpha", or "beta" version of the Software.

"Cellebrite" means Cellebrite DI Ltd. or its Affiliate that has an agreement with Customer and/or issues invoices to Customer with respect to any Software and/or Product, as applicable.

"Concurrent Users" means the number of Authorized Users (whether Named Users or not) of Customer concurrently and/or simultaneously accessing, using or otherwise enjoying the benefit (except reviewing results of analyses generated by Software) of Software, either directly or indirectly from a remote location. If a single User connects to Software using multiple concurrent log-ins or connections, each such active logical connection or log-in is counted toward the number of Concurrent Users.

"Documentation" means any documentation related to any Software provided by Cellebrite.

"Embedded Software" means a copy of Software delivered embedded in or loaded onto a Product when such Product is sold by Cellebrite or an authorized reseller of Cellebrite. Any Updates or Upgrades to Embedded Software are also deemed "Embedded Software", notwithstanding being separately delivered from the applicable Product.

"Law" shall mean any law, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction or requirement of or by any governmental authority, as may be amended, changed or updated from time to time.

"License Authorization Software" means Software that is provided together with hardware on which it is embedded that is used to validate the authorized use of standalone Software.

"License Term" means the term of a paid subscription to an instance of Software or a unit of Product.

"Named Users" means a User authorized by Customer to access or use the Software through the assignment of a single user ID, regardless of whether such User is using Software at any given time. A non-human device capable of accessing or access Software is counted as a Named User.

"Product" means a product manufactured by Cellebrite. The term "Product" includes without limitation Authorization Products.

"Remote Access Protocol" means any remote access application, including without limitation Remote Desktop Protocol (RDP) and Windows Remote Management (WinRM), used to connect a single remote computer (*e.g.*, a laptop) to a single host computer (*e.g.*, a desktop) with an Authorization Product directly connected to such host computer for each Authorization Product then licensed by Customer, as long as such Authorized User, single remote computer and single host computer with an Authorization Product are all located in the Territory.

"Software" means an instance of a program, module, feature, function, service, application, operation or capability of any Cellebrite-supplied software. The term "Software" includes without limitation any Embedded Software, Upgrade, Update, standalone software or any License Authorization Software.

"Territory" means the country (not including external territories) in which Product was purchased or Software was licensed from Cellebrite or an authorized reseller of Cellebrite.

"Third Party" means an individual or entity other than Customer, Cellebrite and Cellebrite's Affiliates.

"Third Party Software" means certain software provided by a Third Party embedded in any Product, either as a standalone feature or as part of any Software, and which may be subject to additional end user license restriction and agreements.

"Customer System" means Customer's internal website(s), servers, Cloud infrastructure, including Virtual Private Cloud, and other equipment, software or systems used in the conduct of Customer's business.

"Update" means an update to any Software that is provided by Cellebrite and that may incorporate (i) corrections of any substantial defects; (ii) fixes of any minor bugs; (iii) at the sole discretion of Cellebrite, allowing additional compatibility of the Software with mobile devices provided by Third Parties; and/or (iv) at the sole discretion of Cellebrite, minor enhancements to the Software; provided, however, that Updates shall not include Upgrades. Updates are generally identified by Cellebrite by a change to the version number to the right of the first decimal point (*e.g.*, version 4.1 to 4.2).

"Upgrade" means a new release of any Software that incorporates substantial changes or additions that (i) provide additional value and utility; (ii) may be priced and offered separately as optional additions to any Software; and/or (iii) are not generally made available to Cellebrite's Customers without a separate charge. Upgrades are generally identified by Cellebrite by a change to the version number to the left of the first decimal point (*e.g.*, version 4.2 to 5.0).

"User" means any individual able to gain access to any Software functionality.

"You" means the individual executing this EULA on behalf of the Customer.

2. LICENSE GRANT

A. Software. Subject to the terms and conditions of this EULA, during the License Term, Cellebrite grants Customer, and Customer accepts, upon delivery of any Software, a non-exclusive, non-transferable, royalty free, and non-sublicensable license to the Software to (i) allow Authorized Users to use such Software, in executable form only, and any accompanying Documentation, strictly for Customer's internal use for the Authorized Purposes identified below, and not for any other purpose, strictly in the Territory, only as authorized in this Agreement and subject to the terms hereof; and (ii) (iii) where the Software in not provided as Embedded Software, keep one (1) copy of Software strictly for backup, archival or disaster recovery purposes.

For purposes of this EULA, "Authorized Purposes" means strictly the following purposes:

- An internal investigation conducted by the Customer within the Customer's own organization;
- An investigation of fraud, intrusion or assault incidents, including DFIR conducted by the Customer within the Customer's own organization;
- An eDiscovery process performed as part of legal proceedings where the Customer is a Party;
- Data backup performed as part of a legal hold proceeding involving the Customer's organization;
- Law enforcement activities, crime and/or terrorism prevention;
- Data recovery within the Customer's organization; and/or
- Customer organization's compliance evaluation purposes.

Notwithstanding the foregoing, the "Authorized Purposes" restriction above shall not apply to usage of Cellebrite's Endpoint Inspector product which may be used for any internal use.

i. Embedded Software Limitations. Customer may only use Embedded Software for execution on the unit of Product originally delivered to Customer with such Embedded Software installed or any replacement unit provided under a warranty from Cellebrite. Any Update or Upgrade of such Embedded Software that Cellebrite has licensed to Customer may be loaded and executed only on the unit of Product on which any originally licensed Software is authorized to execute.

ii. License Exclusion. Notwithstanding anything to the contrary, except as may otherwise be required by applicable Law, no license is granted for installation or use of any Software on any

Product resold by anyone who is not an authorized reseller of Cellebrite for such Product.

iii. Single Product; Single Authorization Product. Customer's license to any Embedded Software is limited to a license to use such Embedded Software on one (1) Product for each Product purchased from Cellebrite or Cellebrite's authorized reseller. Customer's license to any License Authorization Software is limited to a license to use such License Authorization Software on one (1) Authorization Product for each license to such standalone Software the authorized use of which is validated by such License Authorization Software and where such license is purchased from Cellebrite or Cellebrite's authorized reseller.

iv. Authorization Products. Without limiting Section 2.D, Customer shall not, and shall not permit any User to, use any Authorization Product on a computer other than the computer to which such Authorization Product is directly connected (*i.e.* not through a network), except that an Authorized User may use Remote Access Protocol with Cellebrite's UFED Physical Analyzer. Customer shall ensure that multiple users cannot use Remote Access Protocol to access UFED Physical Analyzer simultaneously. For the avoidance of doubt, subject to the terms and conditions of this EULA, sharing a USB dongle among Concurrent Users is permitted.

v. Remote Access Protocol. Customer expressly acknowledges, agrees and warrants that except as required for use by Concurrent Users as allowed by the Agreement and as provided herein each computer running an Authorization Product will be configured or at least limited to serve only one remote connection at a time. In other words, only one Authorized User can use a Remote Access Protocol at the same time. For example, if a host computer is installed with multiple instances of Cellebrite's UFED Physical Analyzer, Customer will ensure that it is not possible for multiple remote users to connect to the host computer and/or ensure that the foregoing does not occur. Regarding any other Cellebrite products or software other than Cellebrite's UFED Physical Analyzer, Customer may not use a Remote Access Protocol unless expressly agreed to in writing by Cellebrite. Regarding Endpoint Inspector and/or Endpoint Mobile, it is hereby clarified and agreed that: (i) Customer may use Remote Access Protocol and allow Authorized and Concurrent Users to use outside of Territory, as detailed in the Agreement; and (ii) Cellebrite may, at its sole discretion, inform any Endpoint Inspector and/or Endpoint Mobile's custodian about the nature of the use of the Endpoint Inspector and/or Endpoint Mobile application that will be installed and/or operated on or in relation to the custodian's device.

vi. Named Users. If the Agreement specifies that any Software may be used by Named Users, Customer shall (i) assign a unique login credential for access and use of the Software to each Named User, (ii) ensure that the Software is used only by the applicable Named Users, (iii) ensure that Users do not share login credentials, and (iv) maintain the security and confidentiality of its Named User login credentials.

vii. Concurrent Users. If the Agreement specifies that any Software may be used by Concurrent Users, Customer may install one instance of such Software on one (1) designated host server for concurrent and simultaneous use and/or access by the applicable number of Concurrent Users. The number of Concurrent Users accessing such Software at any time may not exceed the number of Concurrent Users specified in the Agreement. Customer must keep a record of all Authorized Users who are Concurrent Users.

viii. Former BlackBag Software Users. Each copy of the Inspector, Digital Collector, Mobilyze, or SoftBlock Software may only be used, executed, or displayed by one (1) Authorized User and on one Licensed System at any given instance. The term "**Licensed System**" means a computer to which an activation key provided by BlackBag has been connected or accessed, as authorized by BlackBag in the applicable License Confirmation.

ix. Cellebrite Premium-aaS; Cellebrite InsEYEts; Mobile Ultra, Mobile Elite, Cellebrite Pathfinder Speech to text and/or translation Services ("Services") Access and Use. Subject to Customer's compliance with the terms and conditions contained in this Agreement and/or in any applicable quote issued to Customer by Cellebrite in connection with each of the Services listed above, Cellebrite further grants to Customer, during the relevant Subscription Term , a limited, non-exclusive, non-transferable (a) right to access and use the Service in accordance with any relevant printed, paper, electronic or online user instructions and help files made available by Cellebrite for use with the Service, as may be updated from time to time by Cellebrite, and (b) license to download any relevant Software where Software components are offered by Cellebrite for the purpose of using the Service, in each case strictly under the terms of License set out in this Section 2, solely for the Authorized Purposes and strictly for the benefit of Customer. By accessing and/or using the Service, Customer expressly acknowledges and agrees that operational and usage information shall be shared with Cellebrite for the purpose of providing the Service. Such information may include, but is not limited to the number of unlocking actions purchased by the Customer and/or left for use, types of Software downloaded by Customer for the purpose of using the Service, etc. The Service may be affected by factors beyond Cellebrite's control and may not be continuous and uninterrupted. Customer acknowledges that the Service may be subject to limitations and/or delays inherent in the use of the internet and electronic communications, and Cellebrite is not responsible or liable for any delays, delivery failures or other damage resulting from those technical difficulties beyond its control.

x. Cellebrite Premium-aaS; Cellebrite InsEYEts; Mobile Ultra and Mobile Elite Services ("Services") Placement and Use. Customer shall use the Services and place all related Software and hardware components provided with the Services, inside a secured room, lab, or office, where the security measures used to secure the Services and respective components are consistent with security measures undertaken by the Customer to protect its most sensitive activities.

x.i. The following are additional terms for the purchase of speech to text and/or translation services (the "Language Services"):

1.1. If the Language Services and the Pathfinder license are purchased together, both will be installed at the same time and licenses will start upon the completion and acceptance of the installation.

1.2. If the Language Services are purchased at a later date, as an addition to an existing Pathfinder license, then:

1.2.1. The term of the Language Services shall commence 60 days after the date of the Quote for the purchase of Language Services.

1.2.2. The term of the Language Services will expire at the end of the existing Pathfinder Subscription Term, which the Language Services have been added to.

1.3. Use of the Language Services is subject to the Agreement and the technical requirements for the Customer System therein, any additional technical requirements made by Cellebrite in writing and the completion of the Language Service installation. B. Software Provisions.

i. Any use or operation of the Product, including the Software, with any product and/or mobile device developed, manufactured, produced, programmed, assembled and/or otherwise maintained by any person or entity shall be permitted only after the User has obtained any consents or approvals required (to the extent required) pursuant to applicable Law.

ii. UNDER NO CIRCUMSTANCES SHALL CELLEBRITE, ITS OFFICERS, EMPLOYEES OR REPRESENTATIVES BE LIABLE TO CUSTOMER, USER OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER INDIRECT DAMAGES UNDER ANY LEGAL THEORY ARISING OUT OF OR

RELATING TO THE USE OF ANY OF THE CELLEBRITE SOFTWARE IN CONNECTION WITH ANY PRODUCT AND/OR MOBILE DEVICE DEVELOPED, MANUFACTURED, PRODUCED, PROGRAMMED, ASSEMBLED AND/OR OTHERWISE MAINTAINED BY ANY PERSON OR ENTITY, WITHOUT OBTAINING EACH APPLICABLE CONSENT AND APPROVAL.

iii. No Obligation. Nothing in this EULA requires Cellebrite to provide Updates or Upgrades to Customer.

iv. Trial and Beta Software Licenses. Subject to the terms and conditions of this Agreement, Cellebrite may grant Customer with, and Customer accepts, a nonexclusive, time-limited and nontransferable license, effective upon delivery, to use a copy of Software or a Beta Version of the Software, in executable form only, and any accompanying Documentation, only for Customer's internal use to test, trial or evaluate such Software and/or provide feedback to Cellebrite with respect thereto, in the Territory, and not for any business or productive purposes, for a period as specified by Cellebrite at its sole discretion, and subject to the restrictions in Section 2.

Customer assumes all risks and all costs associated with its use of the Trial and/or Beta Software, any obligations on behalf of Cellebrite to indemnify, defend, or hold harmless under this Agreement are not applicable to Customer's use of any Trial and/or Beta Software. Customer's sole and exclusive remedy with respect to such Trial and/or Beta Software is termination of the license thereto. There is no guarantee that features or functions of the Trial and/or Beta Software will be available, or if available will be the same, as in the general release version of the Software. Cellebrite will be under no obligation to provide Customer any maintenance or support services with respect to the Trial and/or Beta Software.

IT IS CLARIFIED THAT THE LICENSE UNDER THIS SUB-SECTION IV IS PROVIDED "AS IS", WITHOUT ANY WARRANTY WHATSOEVER. CELLEBRITE DISCLAIMS ALL IMPLIED WARRANTIES, CONDITIONS AND REPRESENTATIONS IN RELATION TO THE TRAIL AND/OR BETA SOFTWARE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY OR NON-INFRINGEMENT. IN NO EVENT WILL CELLEBRITE BE LIABLE TO Customer OR TO ANY OTHER PARTY FOR ANY LOSS, DAMAGE, COST, INJURY OR EXPENSE, INCLUDING LOSS OF TIME, MONEY OR GOODWILL, OR FOR DAMAGES OF ANY KIND, WHETHER DIRECT, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL IN RELATION TO THE TRAIL AND/OR BETA SOFTWARE.

v. Customer represents, warrants and covenants to Cellebrite that (a) only Users of Customer who have obtained any necessary consents and approvals pursuant to applicable Law shall be permitted to use any of the Products and/or Software; (b) Users of Customer shall only use any of the Products and/or Software in compliance with the terms of service, terms of use or other agreement with a Third Party; and (c) Customer and its Users shall only use any of the UFED family of Products in compliance with all applicable Laws.

C. License Prohibitions. Notwithstanding anything to the contrary, Customer shall not, and shall not permit, authorize or engage any Third Party to:

i. modify, reverse compile, reverse assemble, reverse engineer or otherwise translate all or any portion of any Software, or create derivative works thereof;

ii. assign, pledge, rent, lease, sublicense, share, distribute, sell or otherwise transfer the Software, any copy thereof, or any rights granted hereunder, to any third party, including without limitation selling any Product in a secondhand market;;

iii. use any Software to provide service to any Third Party including by use on a time sharing, service bureau, application service provider (ASP), software as a service (SAAS), cloud services, rental or other similar basis;

iv. make copies of or reproduce of any Software and/or Documentation, except as provided for in the license grant above;

v. remove, alter, deface, cover, obfuscate or destroy any proprietary markings, copyrights notices, proprietary legends, labels or marks placed upon or contained within any Products and/or Software (including, without limitation, any copyright or other attribution statements such as for open source software);

vi. use any Embedded Software other than with Products provided by Cellebrite or an authorized reseller of Cellebrite or for more than the number of Products purchased from Cellebrite or an authorized reseller of Cellebrite;

vii. disclose any results of testing or benchmarking of any Software to any Third Party;

viii. use any Update or Upgrade beyond those to which Customer is entitled or with any Software to which Customer does not have a valid, current license;

ix. deactivate, modify or impair the functioning of any disabling code in any Software;

x. circumvent or disable Cellebrite's copyright protection mechanisms or license management mechanisms;

xi. use the Product, any Software or any Third Party Software, alone or in combination with other activities, products or services, in any activity or manner that violates or supports, assists, facilitates, enables, constitutes or is otherwise deemed to be in violation of:

(1) any order, regulation or Law (including but not limited to any Law with respect to human rights or the rights of individuals) or to support any illegal activity;

(2) any human rights standards of any person, group, or community, and best practice including internationally recognized human rights instruments, such as the Universal Declaration of Human Rights, the International Covenant on Civil and Political Rights, and the International Labor Organization Declaration on Fundamental Principles and Rights at Work;

(3) any rights of any Third Party.

xii. use any Product for any training purposes, other than for training Customer's employees, where Customer charges fees or receives other consideration for such training, except as authorized by Cellebrite in writing;

xiii. combine or operate any Products or Software with other products or software, without prior written authorization of Cellebrite or its Affiliates, including without limitation any installation of any software on any Product; or,

xiv. attempt any of the foregoing.

The licenses set out hereunder are at all times subject to these prohibitions and any contravention thereof shall constitute a material breach of this Agreement. Cellebrite expressly reserves the right to seek all available legal and equitable remedies to prevent any of the foregoing and to recover any lost profits, damages or costs resulting from any of the foregoing.

For the purpose of this Section, it is hereby clarified that "Third Party" shall include: Customer's affiliates, employees, contractors, licensors, suppliers or Customers. If the event that the Customer is a governmental body the followings shall also be included: any federal, state, local, judicial or other governing body having jurisdiction over any of the foregoing.

D. Legal Exception. Customer agrees that, to the extent that any applicable Law (including without limitation national laws implementing 2009/24/EC on the Legal Protection of Computer Programs) grants Customer the right to reverse engineer any Software to make it interoperable without Cellebrite's consent, before Customer exercises any such rights, Customer shall notify Cellebrite of such desire and, no later than sixty (60) days following receipt of such request, Cellebrite may decide either to: (a) perform the work to achieve such interoperability and charge its then-standard rates for such work to Customer; or (b) permit Customer to reverse engineer parts of such Software only to the extent necessary to achieve such interoperability. Only if and after Cellebrite, at its sole discretion, partly or completely denies Customer's request, shall Customer exercise its statutory rights.

E. Network Usage. Customer understands and agrees that Cellebrite may use Customer's internal network and Internet connection for the limited purpose of transmitting license-related data at the time of installation, registration, use or update of Software to a Cellebrite-operated license server. At such time, Cellebrite may validate the license-related data in order to protect Cellebrite against unlicensed or illegal use of any Software. At its option, Cellebrite may only permit activation of Software upon exchange of license related data between Customer's computer and the Cellebrite license server.

F. Third Party Software. Customer acknowledges and agrees that the access and use of any Software (or certain features thereof) may involve access and/or use of Third Party Software. In addition to the Agreement, Customer shall comply with the terms and conditions applicable to any such Third Party Software, including without limitation the following terms and conditions:

i. Bing Maps - https://www.microsoft.com/en-us/maps/product/terms-april-2011; http://aka.ms/BingMapsMicrosoftPrivacy

ii. OpenStreetMap – http://www.openstreetmap.org/copyright

iii. Chainalysis Inc. - https://legal.cellebrite.com/intl/ChainalysisEULA.htm

Additional Third Party Licenses can be found here: https://www.cellebrite.com/en/blackbag-agreements/#third_party

G. No Implied Licenses. Except for the express licenses set forth herein, Cellebrite does not grant any license to Customer, whether by implication or otherwise.

H. Reserved.

I. Open Source Software.

i. Software may use and/or be provided with third party open source software, libraries or other components ("Open Source Component"), including those detailed in the open source notices files separately conveyed to Customer. To the extent so stipulated by the license that governs each Open Source Component ("Open Source License"), each such Open Source Component is licensed directly to Customer from its respective licensors and not sublicensed to Customer by Cellebrite, and such Open Source Component is subject to its respective Open Source License, and not to this Agreement. If, and to the extent, an Open Source Component requires that this Agreement effectively impose, or incorporate by reference, certain disclaimers, permissions, provisions, prohibitions or restrictions, then such disclaimers, permissions, provisions, prohibitions or restrictions shall be deemed to be imposed, or incorporated by reference into this Agreement, as required, and shall supersede any conflicting provision of this Agreement, solely with respect to the corresponding Open Source Component which is governed by such Open Source License.

Open-Source Component list can be found under Cellebrite Customer Community here: https://community.cellebrite.com/s/product-and-licenses?activetab=products

ii. If Customer or another party on its behalf, modifies, replaces or substitutes any Open Source Component used in or provided with this Software, Customer hereby fully, forever, irrevocably and unconditionally releases and discharges Cellebrite, its Affiliates and its and their employees, officers, directors, resellers, distributors and representatives (collectively, "Released Parties") from any and all claims, charges, complaints, demands, actions, causes of action, suits, rights, debts, covenants, liabilities, warranties, performance and maintenance and support obligations (collectively, "Released Claims"), of every kind and nature, with respect to such Software, including without limitation any such Released Claims that arise as a matter of applicable Law.

iii. If an Open Source License requires that the source code of its corresponding Open Source Component be made available to Customer, and such source code was not delivered to Customer with the Software, then Cellebrite hereby extends a written offer, valid for the period prescribed in such Open Source License, to obtain a copy of the source code of the corresponding Open Source Component, from Cellebrite. To accept this offer, Customer shall contact Cellebrite at support@cellebrite.com.

J. Personal Data. The parties acknowledge and agree that: (a) Within the scope of this Agreement, the Product is an on-premise solution used and operated solely by Customer without the involvement of Cellebrite; (b) Cellebrite is not engaged in any processing of 'personal data' (as this term is used in Laws governing data privacy and data protection) that flows through the Product; and therefore (c) with respect to Cellebrite activities in the scope of this Agreement, Cellebrite is neither a 'data controller' nor 'data processor' (as these terms are used in Laws governing data privacy and data protection).

K. Aggregated Statistics and Usage Data. Customer hereby agrees and consents that Cellebrite may monitor Customer's use of the Software, Products and Services and use Customer usage data or other information in an aggregate and anonymous manner, including to compile statistical and performance information related to the provision and operation of the Software, products and Services ("**Aggregated Statistics**"). As between Cellebrite and Customer, all right, title and interest in the Aggregated Statistics and all Intellectual Property Rights therein, shall belong to and are retained solely by Cellebrite. Customer acknowledges and agrees that Cellebrite will be compiling Aggregated Statistics including information and inputs Customer and by other Customers and Customer agrees that Cellebrite may (a) make such Aggregated Statistics publicly available, and (b) use such information to the extent and in the manner permitted by applicable law or regulation and for any purpose of data gathering, analysis, service and product enhancement and marketing, provided that such data and information does not identify Customer or its Confidential Information.

L. The Customer acknowledges and agrees that Cellebrite may deliver non-personalized in-app notifications, including pop-ups, updates, and product related services, as part of the Cellebrite product experience.

3. OWNERSHIP

A. Title to Software. Notwithstanding anything to the contrary, Software furnished hereunder is provided to Licensee subject to and in accordance with the terms and conditions of the EULA. All title and interest of the Software, Services and and/or any related Documentation and any derivative works thereof shall remain solely and exclusively with Cellebrite or its licensors, as applicable. Nothing in this Agreement constitutes a sale, transfer or conveyance of any right, title or interest in any Software Service and/or Documentation or any derivative works thereof. Any reference to a sale of Products shall be understood as a license to Software or Services under the terms and conditions of this Agreement.

B. Intellectual Property. All intellectual property rights relating to the Software and/or the Products, including without limitation, all patents, trademarks, algorithms, binary codes, business methods, computer programs, copyrights, databases, know-how, logos, concepts, techniques, processes, methods, models, commercial secrets and any other intellectual property rights, including any new developments or derivative works of such intellectual property, whether registered or not, are and shall remain the sole and exclusive property of Cellebrite or its licensors, as applicable. All right, title and interest in and to any inventions, discoveries, improvements, methods, ideas, computer and other software or other works of authorship or other forms of intellectual property which are made, created, developed, written, conceived of or first reduced to practice solely, jointly with Licensee or on behalf of Licensee shall be and remain with Cellebrite or its licensors, as applicable. Any suggestions, improvements or other feedback provided by Licensee to Cellebrite regarding any Products, Software or services shall be the exclusive property of Cellebrite. Licensee hereby freely assigns any intellectual property rights to Cellebrite in accordance with this Section, including any moral rights, and appoints Cellebrite as its attorney-in-fact to pursue any such intellectual property rights worldwide.

4. **CONFIDENTIALITY** – The parties may each disclose to the other proprietary information related to the subject of the Agreement ("Confidential Information"). Software, Documentation, Trade Secrets, and any technical information related thereto are Confidential Information of Cellebrite without any marking requirement, but any other information disclosed in writing must be marked "confidential" or "proprietary" to be deemed the Confidential Information of a party. Information disclosed orally may be deemed Confidential Information if the disclosing party says it is proprietary and summarizes it in a writing to the other party within twenty (20) days of the oral disclosure.

Pursuant to 18 U.S.C. §1833(b) , Customer shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of Cellebrite's Trade Secrets (as defined below) only if such disclosure is made: (i) in confidence to a Federal, State, or local government official, solely for the purpose of reporting or investigating a suspected violation of law; or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In court proceedings claiming retaliation by Cellebrite for Customer's reporting a suspected violation of law, Customer may only disclose Cellebrite Trade Secrets to Customer's legal counsel and may only use the Trade Secret information, if Customer (i) files documents containing Trade Secrets under seal; and (ii) Customer does not otherwise disclose Cellebrite Trade Secrets, except pursuant to a court order.

The term "Trade Secret" means all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if: (a) Cellebrite has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, another person who can obtain economic value from the disclosure or use of the information.

The receiving party shall: (a) hold Confidential Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information but at least reasonable care, (b) restrict disclosure and use of Confidential Information to only employees (including any agents, contractors or consultants) with a need to know who are advised of their obligations with respect to Confidential Information, (c) not copy, duplicate, reverse engineer or decompile Confidential Information, (d) use Confidential Information only in furtherance of performance under the Agreement, and (e) upon expiration or termination of the Agreement, at the disclosing party's option, destroy or return all Confidential Information to the disclosing party.

The receiving party shall have no obligation regarding Confidential Information that: (a) was previously known to it free of any confidentiality obligation, (b) was independently developed by it, (c)

is or becomes publicly available other than by unauthorized disclosure, (d) is disclosed to third parties by the disclosing party without restriction, or (e) is received from a third party without violation of any confidentiality obligation.

If a party is faced with legal action or a requirement under applicable Law to disclose or make available Confidential Information received hereunder, such party shall promptly notify the disclosing party and, upon request of the latter, cooperate in contesting such action or requirement at the disclosing party's expense. Neither party shall be liable for damages for any disclosure or unauthorized access pursuant to legal action or applicable Law or for inadvertent disclosure, access, or use if the customary degree of care as it uses with respect to its own proprietary information has been exercised and if, upon discovery of such inadvertent disclosure, access, or use the receiving party has endeavored to prevent any further (inadvertent or otherwise) disclosure or use.

5. EXCLUSIVE REMEDIES AND LIMITATION OF LIABILITY.

A. Definitions. For purposes of the exclusive remedies and limitations of liability set forth in this Section 5, Cellebrite shall be deemed to include its Affiliates and its and their directors, officers, employees, agents, representatives, shareholders, subcontractors and suppliers; and "damages" shall be deemed to refer collectively to all injury, damage, loss or expense incurred.

B. Exclusive Remedies. Cellebrite's entire liability and Customer's exclusive remedies against Cellebrite for any damages caused by any Product or Software defect or failure, or arising from the performance or non-performance of any obligation under the Agreement, regardless of the form of action, whether in contract, tort including negligence, strict liability or otherwise shall be:

i. For bodily injury or death to any person proximately caused by Cellebrite, Customer's direct damages; and
ii. For all other claims, Cellebrite's liability shall be limited to direct damages that are proven, in an amount not to exceed the total amount paid by Customer to Cellebrite during the twelve (12) month period that immediately preceded the event that gave rise to the applicable claim.

C. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, CELLEBRITE SHALL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND, WHETHER OR NOT CELLEBRITE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL APPLY EVEN IN THE EVENT OF THE FAILURE OF AN EXCLUSIVE REMEDY.

D. No Liability to any Third Party. TO THE MAXIMUM PERMITTED EXTENT, CELLEBRITE DISCLAIMS ANY AND ALL LIABILITIES OR OBLIGATIONS WHATSOEVER RELATED TO ANY PRODUCT OR SOFTWARE OR LICENSING OF ANY SOFTWARE TO, OR USE BY, ANYONE OTHER THAN Customer.

E. Third Party Software and Customer System Liability. Notwithstanding anything to the contrary, Cellebrite shall not be liable to Customer or any User for any damages due to use of any Third Party Software or Customer System. The limitations and exclusions from liability under the terms and conditions applicable to any Third Party Software or Customer System (which are applicable to the arrangement between Customer and the applicable provider of such Third Party Software or System) shall govern and apply with respect to the use of each such Third Party Software or System. Additionally, Cellebrite does not provide any warranty with respect to any Third Party Software or Customer System. The warranty provided by the terms and conditions applicable to any Third Party Software or Customer System (which are applicable to the arrangement between Customer and the applicable provider of such Third Party Software or System) shall apply to Third Party Software or System.

F. AI-generated results: The results generated by AI features are automatically produced, not by humans, and may be inaccurate, incorrect, or contain non-unique elements, or display content similar to that shown to other customers or users. Manual or human review is required. The use of AI features is solely at the Customer's discretion, responsibility, and risk.

6. **CUSTOMER INDEMNITY** – To the maximum extent permitted by applicable Law, Customer shall, at its expense: (i) indemnify and hold Cellebrite and its Affiliates and its and their directors, officers, employees, agents, representatives, shareholders, subcontractors and suppliers harmless from and against any damages, claim, liabilities and expenses (including without limitation legal expenses) (whether brought by a Third Party or an employee, consultant or agent of Customer's) arising out of any (a) misuse or use of any Product or Software furnished under the Agreement in a manner other than as authorized under this EULA, including without limitation using the Product or Software in a manner that violates applicable Law including without limitation a person's Fourth Amendment rights under the United States Constitution (or its equivalent in the Territory); (b) misappropriation of any personal information, (c) failure to obtain consents and approvals required by applicable Law for the use of any of the Cellebrite's Products or Software, or; (g) use of any Product or Software in breach of or to violate the terms of any other agreement with a Third Party; (ii) reimburse Cellebrite for any expenses, costs and liabilities (including without limitation legal expenses) incurred relating to such claim; and (iii) pay all settlements, damages and costs assessed against Cellebrite and attributable to such claim.

7. **CELLEBRITE INDEMNITY** – Cellebrite will, at its expense: (i) indemnify, defend and hold Customer and its Affiliates and its and their officers and directors harmless from any Third Party claim to the extent alleging that any Software furnished under this Agreement directly infringes any patent, copyright or trademark or misappropriates any trade secret, in each case having legal effect in the Territory; (ii) reimburse Customer for any expenses, costs and liabilities (including reasonable attorney's fees) incurred relating to such claim; and (iii) pay all settlements, damages and costs assessed against Customer and attributable to such claim.

In connection with satisfying its obligations hereunder, Cellebrite may, at its option and expense: (a) procure for Customer and/or its Customers the right to continue using such Software or any Product on which such Software is embedded; (b) replace or modify any such Software or any Product on which such Software is embedded, to be free of such infringement; or (c) require return of such Software or any Product on which such Software is embedded, and refund the purchase price or license price depreciated on a straight-line basis over a three (3) year period from the delivery date.

Cellebrite shall have no obligations under this Section 7 with respect to any Excluded Item. The maximum liability of Cellebrite in relation to any claims under this Section 7 shall not exceed the amounts paid by Customer to license the infringing Software or purchase Products including the infringing Software in the twelve (12) months immediately preceding the claim. If there are any other indemnification obligations with respect to infringement of any patent, copyright or trademark or misappropriation of any trade secret under the Agreement, this Section 7 shall be of no force and effect.

Cellebrite's obligations under this Section 7 are conditioned upon: (1) Customer giving Cellebrite prompt written notice (within no more than thirty (30) days) after any such claim, unless Cellebrite would not be materially prejudiced thereby; (2) Cellebrite having complete control of the defense and settlement of such claim; (3) Customer cooperating fully with Cellebrite to facilitate the defense or settlement of such claim; and (4) Customer's substantial compliance with the Agreement.

The sale of any Product by Cellebrite shall not in any way confer upon Customer, or upon anyone claiming under Customer, any license (expressly, by implication, by estoppel or otherwise) under any patent claim of Cellebrite or others covering or relating to any combination, machine or process in which such Product is or might be used, or to any process or method of making such Product.

THE FOREGOING STATES THE SOLE AND EXCLUSIVE REMEDY AND OBLIGATION OF THE PARTIES HERETO FOR INFRINGEMENT OR OTHER VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHTS ARISING OUT OF THIS AGREEMENT AND IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, IN REGARD THERETO.

8. DISABLING CODE

A. Disabling Code. Software may be provided to Customer with code that allows Cellebrite to disable such Software. Except as provided in Section 8.B, Cellebrite will not invoke such disabling code without Customer's prior consent.

B. Invocation of Disabling Code. Notwithstanding anything to the contrary, Cellebrite may invoke the disabling code without Customer's consent if (i) Cellebrite reasonably believes that such Software has been, is being, or will be used in violation of Laws; (ii) Cellebrite is required to do so because of a court or regulatory order; (iii) Customer has not paid an outstanding invoice more than sixty (60) days after such invoice is due, or; (iv) Customer has used the Software other than as authorized by Customer's license. Cellebrite shall have no liability to Customer for any good faith invocation of any such disabling code.

9. TERM AND TERMINATION

A. Term. The term of this EULA is while any Software is under Customer's control or possession. The License Term shall be determined in a separate agreement between Cellebrite and the Customer.

B. Termination. Cellebrite may terminate this EULA and revoke the license granted hereunder (i) upon thirty (30) days' prior written notice to Customer if Customer has not cured any material breach of this EULA by the end of such thirty (30) day notice period, or (ii) if Customer has not paid any invoice sixty (60) days after such invoice is due, or (iii) by providing a written notice to be immediately effective in case Cellebrite reasonably determines that it can no longer comply with the terms of the Agreement in accordance with the requirement of any applicable law, rule and/or regulations. Termination of the Agreement in accordance with this Section shall not impose on Cellebrite liability of any kind . Upon termination or expiration of this EULA, (a) Customer shall be responsible for payment for all purchase orders delivered to Customer by Cellebrite before the effective date of termination and (b) Customer shall destroy all copies of any Software under Customer's control or possession.

C. Survival. The provisions of Sections 1-5, 6, 9, and 10-15 of this EULA shall survive any termination or expiration of this EULA.

10. CHOICE OF LAW; JURISDICTION; GOVERNING LANGUAGE

A. Choice of Law; Jurisdiction.

i. The Parties agree to meet and discuss any dispute or claim relating to the Agreement prior to seeking any judicial resolution, for a period of at least thirty (30) days, during which either party may request confidential mediation. If either party requests confidential mediation, the Parties shall conduct a minimum of two (2) days of confidential mediation with a neutral mediator selected by the American Arbitration Association in New York, New York.

ii. This Agreement and any disputes or claims arising hereunder are governed by the Laws of, and subject to the exclusive jurisdiction of, the country of incorporation of the Cellebrite entity that sold any Product or licensed any Software to Customer, without giving effect to any choice of Law rules or principles. In case of sales or licenses in the United States of America, this Agreement and any disputes or claims arising hereunder are governed by the laws of the State

of New York and subject to the exclusive jurisdiction of the federal or state courts in New York, without giving effect to any conflict of Law rules or principles. Notwithstanding anything to the contrary, in the vent that the entity that sold any Product or licensed any Software to the Customer is Cellebrite GmbH, this Agreement shall be governed by and construed in accordance with the law of England and Wales and the Parties hereby submit to the exclusive jurisdiction of the English courts and, without giving effect to any conflict of Law rules or principles. The United Nations Convention on Contracts for the International Sale of Goods (except that sales or licenses in the United States of America shall not exclude the application of General Obligations Law 5-1401), and the Uniform Computer Information Transactions Act do not apply to this Agreement. Cellebrite may, at its sole discretion, initiate any dispute or claim against Customer, including for injunctive relief, in any jurisdiction permitted by applicable Law.

B. Litigation Support. Cellebrite will only provide litigation support or testimony related to this Agreement if Cellebrite is compensated for its participation, including all travel expense, attorneys' fees, lost opportunity costs, and other applicable amounts. Purchaser will contact Cellebrite for a quote.

C. Governing Language. The parties hereto have required that this EULA be drawn in the English language, and that the English language version shall control over any translations thereof. If Customer is located in Quebec, the following sentence shall apply: Les parties conviennent que cette EULA soient rediges en anglais.

11. **ASSIGNMENT** – Except to the extent otherwise required by applicable Law or expressly provided for assignment generally in the Agreement, no license provided to Customer is sublicensable, transferable or assignable by Customer, including by operation of Law, change of control, merger, purchase or otherwise, without the prior written consent of Cellebrite in each instance. Other than as expressly permitted by the foregoing, any attempted sublicense, transfer or assignment by Customer shall be null and void.

12. **NO-WAIVER** – No course of dealing or failure of either party to strictly enforce any term, right or condition of the Agreement shall be construed as a waiver of such term, right or condition.

13. **ENTIRE AGREEMENT** – The terms and conditions contained in this EULA supersede all prior oral or written understandings between the parties and shall constitute the entire agreement between the parties with respect to the subject matter of this EULA, except as provided for in the preamble to this EULA.

14. **CONSTRUCTION; SEVERABILITY** – The headings used in this EULA are for reference purposes only and will not be deemed to limit, expand or in any way affect the interpretation of any term or provision hereof. If any provision of this EULA is held to be invalid or unenforceable for any reason, the validity, legality, and enforceability of the remaining provisions will not be affected or impaired. The parties shall interpret the affected provision in a manner that renders it enforceable while attempting to closely approximate the intent and effect of the affected provision.

15. **USA GOVERNMENT USERS ONLY**

This Section does *not* apply to any private enterprise, public or private corporation, law firm, consulting company, digital forensics company, non-law enforcement agency, private person, or any other corporate entity that is a Licensee.

A. U.S. Government Customers. The Software and Services were developed exclusively at private expense and qualifies as a "commercial item" consisting of "commercial computer software" and/or "computer software documentation" as such terms are defined and used at FAR (48 C.F.R.) 2.101. Use, duplication or disclosure of the Software by the U.S. Government are subject to

restrictions set forth in this Agreement, in accordance with FAR 12.212 and/or DFARS 227.7202-4, as applicable.

B. **INAPPLICABLE TERMS AND PROVISIONS – *VOID AB INITIO*.** This Section ***only applies*** to U.S. local, county, state, governmental agencies and other U.S. law enforcement agencies that are state or federally funded by the United States Government. Subject to the foregoing statements, to the extent that any term or provision of the Agreement, is considered ***void ab initio***, or is otherwise unenforceable against the Licensee pursuant to applicable U.S. Law that expressly prohibits Licensee from agreeing to such term or condition, then such conflicting term or provision in this Agreement shall be struck to the extent to make such term or provision enforceable, and the remaining language, if any, shall remain in full force and effect. Any Licensee policies or procedures which are not expressly required by U.S. Law, shall not apply or be incorporated into the Agreement.

16. WARRANITES

A. Hardware Warranty.

Subject to the remaining Sections of this Appendix I, Cellebrite warrants that each Product, including all firmware but excluding 1) Software, for which the warranty is only as provided under Section B, 2) other Accessories, for which the warranty shall be as provided below, and 3) related services or prototypes of any Product, shall perform in substantial conformance with its Documentation for twelve (12) months after delivery (the "**Warranty Period**"). If any failure to conform to such specification ("**Defect**") is suspected in any Product during the Warranty Period, Licensee, after obtaining return authorisation information from Cellebrite, shall ship suspected defective samples of the Product to Cellebrite in accordance with Cellebrite's instructions at Licensee's expense. No Product will be accepted for repair, replacement, credit or refund without the written authorization of Cellebrite. Cellebrite shall analyse the Defect and any technical information provided by Licensee to verify whether any Defect appears in the Product.

If a returned Product does not have a Defect, Licensee shall pay Cellebrite all costs of handling, inspection, repairs, and transportation at Cellebrite's then-prevailing rates. If a returned Product has a Defect, Cellebrite shall, at its option, either repair or replace the defective Product with the same or equivalent Product without charge. If, after a period of thirty days following Cellebrite's receipt of the returned Product, repair or replacement has not occurred then Cellebrite will credit or refund (at Cellebrite's option) the purchase price, provided: (i) Licensee notifies Cellebrite in writing of the claimed Defect within thirty (30) days after Licensee knows or reasonably should know of the claimed Defect, and (ii) the Defect appears within the Warranty Period. Cellebrite shall ship any replacement Product DAP, excluding Import VAT (Incoterms 2010), to Licensee's destination. Title to any replaced Product or replaced parts of any Product shall pass to Cellebrite upon delivery.

In no event shall Cellebrite be responsible for deinstallation or reinstallation of any Product or for the expenses thereof. Repairs and replacements covered by the above warranty will perform in substantial conformance with the Documentation for a period of (i) six (6) months from the date of repair or replacement or (ii) until the expiration of the original Warranty Period, whichever is later.

Accessories shall perform in substantial conformance with their Documentation for six (6) months after Licensee's receipt (the "**Accessories Warranty Period**"). If any Defect is suspected in any accessories during the Accessories Warranty Period, Licensee, after obtaining return authorisation information from Cellebrite, shall ship suspected defective Accessories to Cellebrite in accordance with Cellebrite's instructions. No Accessories will be accepted for repair or replacement without the written authorisation of Cellebrite. If returned Accessories do not have a Defect, Licensee shall pay Cellebrite all costs of handling, inspection, repairs and transportation at Cellebrite's then-prevailing rates. If returned Accessories have a Defect, Cellebrite shall either repair or replace the

defective Accessories with the same or equivalent Accessories without charge. Title in any replaced Accessories shall pass to Cellebrite upon delivery of the replacement Accessories.

"**Accessories**" shall mean using any peripheral equipment which accompanies, or is used in conjunction with, the Products, including without limitation, cables, kits, connectors or other accessories.

B. Software Warranty:

Cellebrite warrants to Licensee that for a period of sixty (60) days after the date of shipment, the Software will perform substantially in conformance with its Documentation. As Purchaser's sole and exclusive remedy, Cellebrite will, at its sole expense, and as its sole obligation, promptly repair or replace any Software that fails to meet this limited warranty. Software shall be provided with an initial twelve (12) months license which may be renewed by Purchaser for additional terms against payment of the applicable subscription fees to Cellebrite (the "**Software License Period**"). During the Software License Period Cellebrite shall provide Purchaser with periodical Software Updates, at Cellebrite's sole and absolute discretion.

C. Exclusions:

Cellebrite is not responsible for any claimed breach of any warranty caused by: (a) Licensee's use of the Products or Software in violation of Section 2(C) ("License Prohibitions"); (b) placement of the Products or Software in an operating environment contrary to specific written instructions and training materials provided by Cellebrite to Licensee; (c) Licensee's intentional or negligent actions or omissions, including physical damage, fire, loss or theft of a Product; (d) cosmetic damage to the outside of a Product, including ordinary wear and tear, cracks or scratches; (e) for any Product with a touch screen, any Defect in such a touch screen after thirty (30) days from the date of receipt of such Product, or any Defect caused in a touch screen by Licensee's negligence or wilful misconduct; (f) maintenance of the Products or Software in a manner that is contrary to written instructions provided by Cellebrite to Licensee; (g) a product or service not provided, authorised or approved by Cellebrite for use with the Products or Software; (h) any repair services not authorised or approved by Cellebrite; (i) any design, documentation, materials, test data or diagnostics supplied by Licensee that have not been authorised or approved by Cellebrite; (j) usage of any test units, experimental products, prototypes or units from risk lots (each of which is provided "AS IS" to the maximum extent permissible by law); (k) any third party original equipment manufacturer's restrictions on individual phones or models of phones that prevent the phones or models of phones from working with the Products or Software; (l) any damage to a third party device alleged to or actually caused by or as a result of use of a Product or Software with a device; (m) any Products that have had their serial numbers or month and year of manufacture or shipment removed, defected or altered; (n) any interactions or other effects relating to or arising out of the installation of copies of the Software beyond the number of copies authorised by an agreement between Cellebrite and Licensee; (o) use of Products or Software incorporated into a system, other than as authorised by Cellebrite; or (p) any Products or Software that has been resold or otherwise transferred to a third party by Licensee (any Product or Software affected by the cases in (a)-(p) is referred to hereinafter as an "**Excluded Item**"). The warranties herein do not apply to, and Cellebrite makes no warranties with respect to the computer or other platform on which the Software is installed or otherwise embedded.

D. Warranty Limitations:

EXCEPT AS STATED IN THIS WARRANTY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, CELLEBRITE, ITS SUBSIDIARIES AND AFFILIATES, SUBCONTRACTORS AND SUPPLIERS EXPRESSLY DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES, AND CONDITIONS, EXPRESS OR IMPLIED, AT COMMON LAW OR BY STATUTE, AND

SPECIFICALLY DISCLAIM ANY WARRANTY AND/OR CONDITION RELATING TO THE PRODUCTS, SERVICES, OR THE CONFIDENTIAL INFORMATION, INCLUDING THOSE OF MERCHANTABILITY, ACCURACY, PATENT SUFFICIENCY, FITNESS FOR A PARTICULAR PURPOSE, USE, VALUE, NONVIOLATION OF PRIVACY RIGHTS, OR NONINFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE, AND THE EQUIVALENTS THEREOF UNDER THE LAWS OF ANY JURISDICTION OR THAT THE PRODUCTS WILL BE OF SATISFACTORY QUALITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR FAILURE OF AN ITEM TO CONFORM WITH ITS SPECIFICATIONS SHALL BE CELLEBRITE'S OBLIGATION (i) TO REPAIR OR (ii) TO REPLACE OR, (iii) IF NEITHER (i) NOR (ii) IS COMMERCIALLY FEASIBLE, TO CREDIT OR REFUND (AT CELLEBRITE'S OPTION) SUCH ITEM AS SET FORTH ABOVE. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Cellebrite expressly disclaims and renounces any warranty or representation that the Products and/or the Software can work with all types of devices, any particular device, or with any particular version of any operating system. Licensee assumes the entire risk and all liabilities that the Product and/or the Software will not work with respect to any such device. THE LICENSEE'S BENEFITS FROM THE SERVICES ARE PROVIDED BY CELLEBRITE ON AN "AS-IS" AND "WHERE IS" BASIS AND WITH ALL FAULTS.

E. Repaired or Replaced Products:

Before returning a Product for service, Licensee will back up any data contained in such Product. IN NO EVENT WILL CELLEBRITE, ITS AFFILIATES OR SUPPLIERS BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND WHATSOEVER RELATING TO OR ARISING OUT OF DAMAGE TO, LOSS OF, OR CORRUPTION OF, ANY RECORDS, PROGRAMS, DATA OR INFORMATION RESULTING FROM CELLEBRITE'S REPAIR OR REPLACEMENT SERVICES UNDER THIS WARRANTY, OR AS A RESULT OF A FAILURE OR MALFUNCTION OF A PRODUCT.

EULA Version: November 2024

Docusign Envelope ID: C89C91AA-A374-4C27-A97A-CAB971F00019

Cellebrite

CELLEBRITE INC.
GENERAL TERMS AND CONDITIONS

1. Definitions

1.1. In addition to the definitions contained in the End User License Agreement available at https://legal.cellebrite.com/End-User-License-Agreement.html ("**EULA**"), the terms of which are incorporated by reference herein, in these General Terms and Conditions (the "**GTC**"):

1.1.1. "**Licensee**" shall mean the contracting party of the which purchase from Cellebrite the Products under the Purchase Order.

1.1.2. "**Person**" shall mean and include an individual, a partnership, a joint venture, a corporation, a limited liability company, a limited liability partnership, a trust, an incorporated organization and a governmental or regulatory authority.

1.1.3. "**Personal Information**" means any information that can identify an identifiable person, and includes, but is not limited to: (a) an individual's name together with address, Social Security Number, Tax identification number, driver's license number, identification card number, phone number, date of birth, password or other security credentials or other information that can identify an individual; (b) credit, debit or other payment card information, bank account or other financial institution information, credit history, credit reports or other financial information; (c) Licensee proprietary network information, including without limitation call and message detail, type and use of products or services, account numbers, identifying numbers of wireless devices or other information related to telecommunications usage; and, (d) compensation or benefits information, protected health information, marital status, number of dependents, background checks, disciplinary action or other information related to employment.

1.1.4. "**Purchase Order**" or "**PO**" shall mean a purchase order submitted by Licensee to Cellebrite.

1.1.5. "**Quote**" shall mean a Quote issued by Cellebrite pursuant to this Agreement.

1.1.6. "**Restricted Territories**" shall mean any of those jurisdictions or territories that are (i) subject or target of sanctions or terrorist-supporting territories, including, without limitation, Iran, Iraq, Somalia, Syria, Libya, Lebanon, Palestinian territories, North Korea, Sudan, Yemen, Cuba, Venezuela, Pakistan and the Crimea region, or (ii) regulated territories in which Licensee does not have the licences, permits, authorizations and approvals that are required by all applicable laws issued by the relevant regulatory authority to carry out Licensee's business activity using the Product and/or the Software.

1.2. In these GTC, unless the context otherwise requires: (i) words expressed in the singular shall include the plural and vice versa, (ii) words expressed in the masculine shall include the feminine and neutral gender and vice versa; (iii) references to Sections are references to sections of these GTC, and; (iv) references to "day" or "days" are to business days, which shall be any day, other than a Saturday or Sunday or a day on which banks located in the United States shall be authorised or required by law to close.

2. Scope and Purpose

2.1. The Agreement shall apply to any acquisition of Products by Licensee from Cellebrite. In the event of any conflict, ambiguity, or inconsistency between the provisions of the Agreement and any other document, such as a Licensee-issued PO, the following order of precedence shall apply: (1) the Agreement; (2) a Confirmed PO; and (3) the terms of any other Cellebrite-issued document relating to the Product. Licensee's preprinted terms, URL's, or hyperlinks in any document shall not be binding

Cellebrite

on the Parties nor modify this Agreement, and are expressly rejected, regardless of when issued by Licensee and/or received by Cellebrite, or even if signed by Cellebrite. Should such document contain language that purports to supersede and/or control over this Agreement, the Parties expressly acknowledge and agree that such document shall have no such legal effect between the Parties. Any deviations from the Agreement, unless they are made in writing and executed by a duly authorised officer of Cellebrite, shall be void and unenforceable.

2.2. **Services for Premium ES' Licensees**:

2.2.1. **"Included Annual Services"** shall mean services to be provided to Premium ES' Licensees with respect to Premium ES' Licenses issued under Quotes dated 1 November 2021 onwards; Such services may include installation assistance and/or guidance, all as defined and/or as shall be defined from time to time by Cellebrite's at its sole and absolute distraction.

2.2.2. During the License Term, Premium ES' Licensee shall be entitled to up to 2 (two) consecutive days (maximum 8 hours per each day) of Included Annual Services per year, on a non-accumulative basis. The Included Annual Services shall be provided to Premium ES' Licensee remotely or on-site - at Cellebrite's sole and absolute discretion. Upon Premium ES' Licensee written request to receive the annual Included Annual Services, Cellebrite's and the Premium ES' Licensee shall mutually determine regarding the dates of executions of the annual Included Annual Services. Non-consumption of any Included Annual Services by the Premium ES' Licensee during the License Term, for any reason, shall not entitle the Premium ES' Licensee to any refund and/or reduction of the quoted price and/or any other rights deriving from the non-consumption of the Included Annual Services.

2.2.3. **Premium ES' – Enterprise Vault Service**. Access to the Enterprise Vault Service device ("**EVS**") shall be restricted only to such personnel of the Licensee that were certified by the Licensee to access and operate the EVS. Licensee shall not, in any way, alone or through any third party, resell, copy, modify, reverse compile, reverse assemble, reverse engineer or otherwise translate all or any portion of the EVS.

2.3 **Services for Pathfinder Teams Licensees:**

2.3.1. "**Included Pathfinder Teams Annual Services**" shall mean services to be provided to Pathfinder Teams Licensees with respect to new (other than renewals) Pathfinder Teams Licenses issued under Quotes dated 1 January 2022 onwards; Such services may include first installation assistance and/or web-based training or guidance and/or implementation, all as defined and/or as shall be defined from time to time by Cellebrite's at its sole and absolute distraction.

2.3.2. During the License Term, Pathfinder Teams Licensee shall be entitled to up to 2 (two) consecutive days (maximum 8 hours per each day) of Included Pathfinder Teams Annual Services per year, on a non-accumulative basis. The Included Pathfinder Teams Annual Services shall be provided to Pathfinder Teams Licensee remotely or on-site - at Cellebrite's sole and absolute discretion. Upon Pathfinder Teams Licensee written request to receive the annual Included Pathfinder Teams Annual Services, Cellebrite's and the Pathfinder Teams Licensee shall mutually determine regarding the dates of executions of the annual Included Pathfinder Teams Annual Services. Non-consumption of any Included Pathfinder Teams Annual Services by the Pathfinder Teams Licensee during the License Term, for any reason, shall not entitle the Pathfinder Teams Licensee to any refund and/or reduction of the quoted price and/or any other rights deriving from the non-consumption of the Included Pathfinder Teams Annual Services.

3. Purchase Orders

3.1. Purchase Order. Licensee will issue Purchase Orders to Cellebrite specifying: (i) quantities of each Product; (ii) price per unit for each Product (in accordance with the terms agreed upon hereunder) ("**Price per Unit**") and license fees; (iii) desired date for collection of the Products; (iv) shipping instructions; and (v) any other data or information requested by Cellebrite.

3.2. Purchase Order Amendments. Changes to any Purchase Order require: (i) sufficient advance notice for Cellebrite to make the necessary modifications and (ii) written confirmation from Cellebrite for

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such modification to the Purchase Order. The Parties will confirm in writing any changes in the Price per Unit or delivery schedule of the Product. The Licensee will reimburse Cellebrite for all costs and expenses incurred by Cellebrite in connection with amendment of the Purchase Order.

3.3. Purchase Order Confirmation. Cellebrite shall provide a written response to each Purchase Order within seven (7) business days following the receipt of a Purchase Order. In the event Cellebrite fails to respond to Licensee within said period, the Purchase Order shall be deemed accepted ("**Confirmed PO**").

3.4. Purchase Order Cancellation and Reimbursement of Charges. Licensee may cancel a Purchase Order in whole or in part by giving Cellebrite a written notice in this respect no later than forty-five (45) days prior to the designated delivery date. In the event Licensee cancels a Purchase Order or any part thereof, Cellebrite shall reimburse Licensee for the relative part of the Total Purchase Price (as defined below) paid by Licensee for the Products. Cellebrite may reduce any sums to be reimbursed to reflect the costs of material which cannot otherwise be consumed or used in the next three (3) months by Cellebrite in the course of its business.

4. Prices and Purchase Price

4.1. Price List. Cellebrite may, at its sole discretion, change its price lists or add or remove products from the price lists. Changes in price lists shall take effect within thirty (30) days from the date of notification to Licensee. It is hereby clarified that changes in price lists shall not apply to Products underlying a Confirmed PO, however, price list changes will apply to any Confirmed PO if Licensee has requested an amendment to the Confirmed PO and the amendment has not been accepted by Cellebrite at the time of the price list change.

4.2. Total Purchase Price. Licensee shall pay Cellebrite the total price as set forth in the Purchase Order ("**Total Purchase Price**"). Cellebrite may charge Licensee for any modifications to an accepted Purchase Order, including changes in the proposed delivery schedule.

4.3. Quoted Price. Unless otherwise agreed in writing, all prices quoted in the Purchase Order ("**Quoted Price**") shall be paid by Licensee to the account(s) indicated by Cellebrite. All payments shall be made in US currency or other currency mutually agreed by the Parties. The payment is considered made at the date when the amounts effectively reach Cellebrite's bank account. The Quoted Price does not include transportation, insurance, federal, state, local, excise, value-added, use, sales, property (ad valorem), and similar taxes or duties In addition to the Quoted Price, Licensee shall pay all taxes, fees, or charges imposed by any governmental authority. If Cellebrite is required to collect the foregoing, Licensee will pay such amounts promptly unless it has provided Cellebrite with a satisfactory valid tax exemption certificate authorized by the appropriate taxing authority.

4.4. Terms of Payment and Default Interest. Payment for the Products under any confirmed PO shall be in accordance with the payment terms set forth in the Quote. Failure to make due payment in accordance with the terms of the Quote may cause Cellebrite to apply an interest charge of up to one and one-half percent (1.5%) per month (but not to exceed the maximum lawful rate) on all amounts which are not timely and duly paid, accruing daily and compounding monthly from the date such amounts were due. Licensee shall reimburse Cellebrite for all costs and expenses incurred by Cellebrite in connection with the collection of overdue amounts, including attorneys' fees. Licensee shall not be permitted to set off any deductions against any amounts due to Cellebrite.

5. Delivery

5.1. Delivery Obligations. Delivery obligations of Cellebrite (including the delivery location and time period) shall be as set forth in the Quote. The Product shall be free from any pledge, lien, charge, hypothecation, encumbrance or other security interest upon its delivery to Licensee.

5.2. Transfer of Risk and Title. The transfer of the risk regarding the hardware (not the Software) shall pass to Licensee upon delivery. Only upon full payment of Licensee to Cellebrite the title of the hardware (not Software) shall pass to Licensee.

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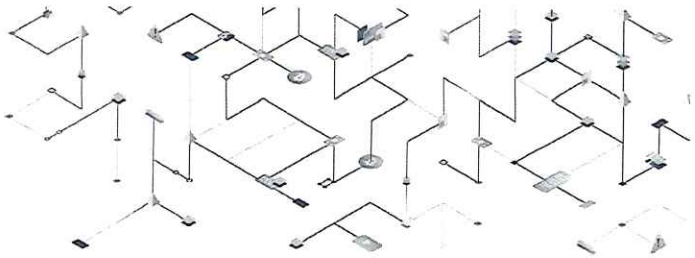

6. Representations and Warranties

6.1. Each Party warrants, represents, and undertakes that it has and shall continue to have full ability, capacity, and authority required by law or otherwise to enter into and to perform its obligations under the Agreement in a reliable and professional manner.

6.2. Licensee warrants, represents and undertakes that: (i) it has obtained, prior to the consummation of this Agreement, all approvals, permits, licences, consents, authorisations, registrations, permissions, notices, certifications, rulings, orders, judgements and other authorisations from any applicable data subject, employee, employee representative body, regulatory authority, or third party entity or person necessary for the use of the Product and/or the Software by Licensee or for Cellebrite to perform or provide any services related to the Product and/or the Software ("**Permissions**") which include, rights for Cellebrite to use, access, intercept, analyse, transmit, copy, modify, and store, all of the intellectual property rights, Personal Information ("**Personal Data**"), confidential information, or other data or information that may be used, accessed, intercepted, transmitted, copied, modified or stored by Cellebrite to perform or provide any Services; (ii) the execution, delivery and performance of this Agreement have been duly authorised by all necessary corporate actions; (iii) neither the execution and delivery of this Agreement, nor compliance by it with the terms and provisions hereof and thereof, will conflict with, or result in a breach of any judgment, order, writ, decree, statute, rule, regulation or restriction; (iv) its performance of its obligations in accordance with the terms of the Agreement will not breach any agreement by which it is bound, or violate or infringe any law or any copyrights; (v) it shall use reasonable endeavours to provide such information and assistance which is reasonably required to fulfil Cellebrite's obligations under the Agreement; and (vi) it has the right to be in possession of, access, interact with and otherwise use, all devices, equipment, programmes, data and media (including any telecommunications systems) that are being used in connection with the Product and/or the Software and that the use of the Product and/or the Software, including any instructions given to Cellebrite in connection with the same, is made in compliance with all applicable laws; and (vii) all information provided by it to Cellebrite during the term of the Agreement shall be complete and accurate in all material respects, and that it is entitled to provide the information to Cellebrite for its use as contemplated under the Agreement.

6.3. Where necessary for, or incidental to, any servicing by Cellebrite of the Product and/or Software, Licensee authorises Cellebrite to:

6.3.1. access all devices and all programmes, data and media contained on them;

6.3.2. obtain and retain personal data on the devices and programmes, data and media contained on them;

6.3.3. access and intercept communications on the devices and programmes, data and media contained on them; and

6.3.4. use technology or other means to circumvent measures designed to prevent unauthorised access to devices and all programmes, data and media contained on them, including where such measures are designed to protect copyright works.

6.4. Licensee shall provide to Cellebrite in a timely manner the following documents, information, items, written evidence and materials in any form (whether owned by Licensee or third party) and ensure that they are accurate and complete in all material respects:

6.4.1. Licensee's IT Policy;

6.4.2. Licensee's Acceptable Use Policy;

6.4.3. Licensee's "Bring Your Own Device" Policy; and

6.4.4. evidence that Licensee's has obtained all Permissions required to permit Cellebrite to perform its service obligations under the Agreement.

6.5. Licensee shall also:

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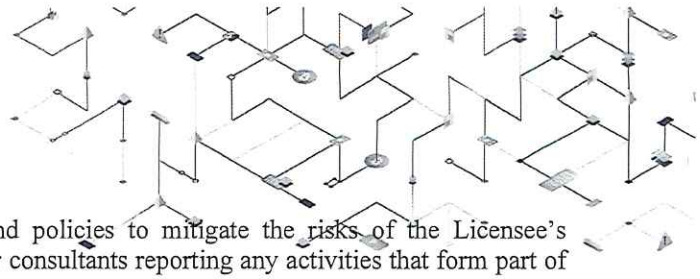

6.5.1. implement appropriate measures and policies to mitigate the risks of the Licensee's employees, agents, subcontractors or consultants reporting any activities that form part of the services provided by Cellebrite under this Agreement directly to any law enforcement authority; and

6.5.2. immediately notify Cellebrite if Licensee becomes aware that any of Licensee's employees, agents, subcontractors or consultants have reported any activities that form part of the services provided by Cellebrite under this Agreement directly to any law enforcement authority.

7. Responsibility

7.1. Subject to the terms of the Agreement and any ancillary documents thereto, each Party is responsible to the other Party for damages it may cause to the other Party by its willful acts and for its failure to fully or duly perform the conditions hereof.

7.2. Licensee will not, directly or indirectly, use, resell, deliver, transfer, lend, or otherwise make available the Product and/or the Software to any of Cellebrite's competitors.

7.3. Licensee will not directly or indirectly use the Product and/or the Software, or otherwise resell, deliver, transfer, lend, contribute or otherwise make available the Product and/or Software to any party, person or entity in connection with any terrorist activity or activity or business in any of the Restricted Territories in violation of sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC") or the U.S. Department of State (including, without limitation, the designation as a "specially designated national" or "blocked person"), the United Nations Security Council ("UNSC"), the European Union, Her Majesty's Treasury or other relevant economic sanctions authority.

7.4. Cellebrite may modify the list of Restricted Territories in its sole discretion. Cellebrite will notify Licensee of any such modifications.

7.5. Both Parties shall comply with Cellebrite's Business Conduct Policy available at http://legal.cellebrite.com/intl/Business_Conduct_Policy.htm. If a Party breaches the Business Conduct Policy, the non-breaching Party may terminate this Agreement by giving ten (10) days' prior written notice to the breaching Party.

8. Compliance

8.1. Licensee is obligated to comply with the law applicable in connection with the business relationship with Cellebrite. Licensee will comply with Cellebrite's Business Conduct Policy.

8.2. Licensee represents warrants and covenants that it shall not engage in any deceptive, misleading, illegal or unethical practices that may be detrimental to Cellebrite or to any of Cellebrite's products, including but not limited to the Product or the Software and shall only use the Products or Software in compliance with all applicable laws and regulations (including, without limitation, data protection, privacy, computer misuse, telecommunications interception, intellectual property, and import and export compliance laws and regulations or the applicable foreign equivalents).

8.3. Licensee and its subsidiaries and Affiliates will not (i) offer, promise or grant any benefit to a public official for that person or a third party for the discharge of a duty; (ii) offer, promise or grant an employee or an agent of a business for competitive purposes a benefit for itself or a third party in a business transaction as consideration for an unfair preference in the purchase of goods or commercial services; (iii) demand, allow itself to be promised or to accept a benefit for itself or another in a business transaction as consideration for an unfair preference to another in the competitive purchase of goods or commercial services, and; (iv) violate any applicable anticorruption regulations and, if applicable, not to violate the US Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act or any other applicable antibribery or anti-corruption law. Licensee further represents, covenants and warrants that it has, and shall cause each of its subsidiaries and/or Affiliates to, maintain systems of internal controls (including, but not limited to, accounting systems, purchasing systems and billing systems) to ensure compliance with the FCPA, the U.K. Bribery Act, or any other applicable anti-bribery or anti-corruption law.

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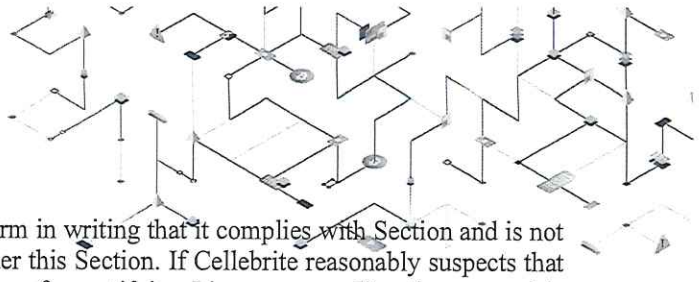

8.4. Upon Cellebrite's request, Licensee will confirm in writing that it complies with Section and is not aware of any breaches of the obligations under this Section. If Cellebrite reasonably suspects that Licensee is not complying with Section then, after notifying Licensee regarding the reasonable suspicion, Cellebrite may demand that Licensee, in accordance with applicable law, permit and participate in - at its own expense - auditing, inspection, certification or screening to verify Licensee's compliance with this Section. Any such inspection can be executed by Cellebrite or its third party representative.

8.5. In the event Licensee is in contact with a Government Official concerning Cellebrite, discussing or negotiating, or Licensee engages a third party to do so, Licensee is obligated (i) to inform Cellebrite in advance and in writing, clearly defining the scope of the interaction, (ii) upon request, to provide Cellebrite with a written record of each conversation or meeting with a Government Official and (iii) to provide Cellebrite monthly a detailed expense report, with all original supporting documentation. A "Government Official" is any person performing duties on behalf of a public authority, government agency or department, public corporation or international organization.

8.6. Cellebrite may immediately terminate this Agreement and any applicable Purchase Orders if Licensee violates its obligations under this Section. Nothing contained in this Section shall limit any additional rights or remedies available to Cellebrite.

8.7. Licensee shall indemnify Cellebrite and Cellebrite's employees from any liability claims, demands, damages, losses, costs and expenses that result from a culpable violation of this Section by Licensee.

8.8. Licensee will pass on the provision of this Section to its affiliates and bind its affiliates accordingly and verify the compliance of its subsidiaries or affiliates with the provisions of this Section.

9. Force Majeure

9.1. Neither party will be liable for delays in performance caused by any unforeseeable and unpreventable circumstance or event beyond the party's reasonable control that interferes with the performance of the Agreement ("**Force Majeure**"). Force Majeure includes, but is not limited to, acts of God, war (whether declared or undeclared), terrorism, strikes, fires, accidents, floods, civil disturbance and natural disasters. Upon the ceasing or termination of Force Majeure, the Parties shall resume their responsibilities under the terms of the Purchase Order and related agreements within 7 days (or, if the same is not possible, within reasonable period of time).

9.2. A party seeking the protection of Section 9.1 shall provide written notice to the other party within five (5) days of the beginning of the Force Majeure event.

10. Export

10.1. The Parties acknowledge that the Product and/or the Software is or may be subjected to regulations on customs, export or import control and/or re-export regulations applicable in the United States, the European Union and its member countries, and/or other countries. Said regulations include but are not limited to the provisions of the US Export Administration Regulations (EAR) and the provisions of the regulations of the European Union.

10.2. Licensee expressly warrants, represents and covenants that it shall comply fully with all applicable export laws and regulations of the United States and other jurisdictions to ensure that neither the Product nor the Software are exported or reexported in violation of such laws and regulations, or used for any purposes prohibited by such laws. As the Products and the Software are subject to export control laws and regulations, Licensee shall not export or "re-export" (transfer) the Product and/or the Software unless the Licensee has complied with all applicable controls.

11. Miscellaneous

11.1. Publicity. Cellebrite may list Licensee as one of Cellebrite's customers. This Agreement and any Purchase Order are considered Cellebrite's Confidential Information. Licensee shall not make any public disclosure or announcements concerning this Agreement, any Purchase Order, Cellebrite, the Products, and/or the Software without the prior written consent of Cellebrite.

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11.2. Language. Except where the context otherwise requires, the terms "including" and "includes" shall mean "including without limitation" and "includes without limitation", respectively. If any term hereof shall be held to be invalid or unenforceable for any reason, then the meaning of such term shall be construed so as to render it enforceable to the extent feasible. If no feasible interpretation would save such term hereof, it shall be severed herefrom, but without in any way affecting the remainder of such term or any other term contained herein, unless such severance effects such a material change as to render the terms of these GTC unreasonable.

11.3. Termination. Cellebrite may terminate this Agreement: (i) for its convenience by giving the other thirty (30) days' prior written notice; (ii) by giving the other Party a written notice to be immediately effective in case the other causes a material or continuous breach hereof ("continuous" meaning two or more occurrences of the same breach). All of Licensee's obligations under this Agreement shall survive the expiration or termination of the Agreement. Termination of this Agreement will not entitle Licensee to any deduction of the Quoted Price or any refund of any prepaid fees. Upon termination of the Agreement, for any reason, Licensee shall allow Cellebrite to access its premises for the purposes of de-installation and transfer of the Product. Termination of the Agreement in accordance with this Section shall not impose any liability on Cellebrite. Cellebrite may terminate the Agreement and revoke the license granted hereunder by giving the other Party a written notice to be immediately effective in case Cellebrite reasonably determines that it can no longer comply with the terms of the Agreement in accordance with the requirement of any applicable law, rule and/or regulations. Termination of the Agreement in accordance with this Section shall not impose on Cellebrite liability of any kind.

11.4. Third Party Rights. A person who is not a party to the Agreement shall not acquire any rights under them or be entitled to benefit from any of their terms.

11.5. Bankruptcy. If a voluntary or involuntary petition is filed under Title 11 of the United States Code or its analogue in any jurisdiction or country, all debts that Licensee may owe to Cellebrite shall be considered "administrative expenses" within the meaning of 11 U.S.C. Sec. 503(b)(1)(a) (as amended) or its analogue, and Cellebrite's claim or claims for those administrative expenses shall be entitled to the priority specified in 11 U.S.C. Sec. 507(a)(1) (as amended) or its analogue. Licensee will use its best efforts to classify those claims as administrative under applicable Law.

11.6. Relationship. The Parties intend to create an independent contractor relationship and nothing contained in this Agreement shall be construed to make either the Licensee or Cellebrite partners, joint venturers, principals, representatives, agents or employees of the other. Neither Party shall have any right, power, or authority, express or implied, to bind the other.

11.7. Counterparts. This Agreement may be executed in any number of counterparts, including using digital signatures or exchange of scanned copies of signed pages (*e.g.*, in PDF format), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Signature: _____
Dan Arriola
Title: Mayor
Date: _____

Cellebrite Inc.

Signature: Dorothy Flowers

Title: Director of Finance
Date: Jan-23-2026

Signature: Erik Cohen

Title: VP - SLG
Date: Jan-23-2026

February 17, 2026

Agenda Item 1.K

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution:

1) **Approving the execution of a General Services Agreement with M.E. Simpson Company, Inc., an Indiana Corporation, for the large water meter testing, repair, and calibration services with an initial term of three (3) years and a total not-to-exceed amount of $300,000 per fiscal year; and**
2) **Authorizing an administrative extension by the City Manager for up to two (2) additional years, contingent upon satisfactory performance and budget availability.**

EXECUTIVE SUMMARY

This agenda item seeks adoption of a resolution by the City Council approving a General Services Agreement (GSA) with M.E. Simpson Company, Inc. ("Contractor") to provide large water meter testing, repair, and calibration services. These services are needed to ensure accurate recording of water usage and to comply with annual state and federal reporting requirements. The initial term of the agreement is three (3) years, with a not-to-exceed (NTE) amount of $300,000 per fiscal year and staff is requesting that the City Council authorize an administrative extension of the agreement for up to two (2) additional years, contingent upon satisfactory performance by the Contractor and the availability of budgeted funds.

BACKGROUND AND LEGISLATIVE HISTORY

The City of Tracy Utility Line Maintenance Unit is responsible for managing an extensive network including over 1,200 miles of water, wastewater, and storm drain lines, more than 28,000 water meters, greater than 10 detention/retention basins, and numerous fire hydrants. One of these unit's tasks is to provide annual inspection of large water meters for precision and reporting. Accurate water metering is critical for complying with state reporting mandates to track consumption, promote conservation, effective utility billing, and generate revenue.

The City has approximately 200 large water meters, which range in size from 3" to 10" meters. According to the American Water Works Association (AWWA), meters should test within 98.5% and 101.5% accuracy to be considered viable. This standard applies to normal test flow rates, as outlined in the AWWA Manual M6 and the C-series standards. Those meters which do not fall in that range should be repaired and/or replaced depending on the age of the meter.

ANALYSIS

It is neither cost-effective nor efficient for the Utility Line Maintenance Unit to conduct this service over 200+ large meters; therefore, the department utilizes an outside vendor selected through the NIB process. The selected vendor then conducts the testing throughout the City at the various specified locations as directed by the Utility Line Maintenance Superintendent or their designee.

On June 30, 2025, in accordance with the Tracy Municipal Code 2.20.180, the City issued a Notice Inviting Bids (NIB) for the large water meter testing, repair, and calibration services on the City's website. M.E. Simpson Company, Inc. was the sole bidder to submit a proposal. Upon review, staff determined that the Contractor has the qualification and experience to provide the solicitated service that is necessary to comply with the City's requirements. Therefore, staff is requesting that City Council approve the negotiated contract with the vendor under the conditions specified in the General Services Agreement attached.

FISCAL IMPACT

Funding for these purchases and services is available in the Fiscal Year 2026 Enterprise Water Fund (511) operations and maintenance budget. Revenue collected from monthly customer utility billing for water services and new development fees provides the funding for this request. Funding will not exceed City Council-approved fiscal year budget limits.

CEQA DETERMINATION

The proposed Agreement for the large water meter testing, repair, and calibration services will not result in a physical change in the environment. Therefore, this action is not considered a project as defined by Section 21065 of the Public Resources Code.

STRATEGIC PLAN

This agenda item is consistent with the City's Quality of Life Strategy and meets the goals of maintaining the physical infrastructure and systems necessary for the health and safety of the Tracy community.

ACTION REQUESTED OF THE CITY COUNCIL

1) Approving the execution of a General Services Agreement with M.E. Simpson Company, Inc., an Indiana Corporation, for the large water meter testing, repair, and calibration services with an initial term of three (3) years and a total not-to-exceed amount of $300,000 per fiscal year; and
2) Authorizing an administrative extension by the City Manager for up to two (2) additional years, contingent upon satisfactory performance and budget availability.

Prepared by: Wayne Bogart, Utility Line Maintenance Superintendent
Tu Nguyen, Management Analyst II

Reviewed by: Stephanie Reyna-Hiestand, Assistant Director of Utilities
Anush Nejad, Director of Public Works
Sara Castro, Director of Finance
L. David Nefouse, City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

Attachments:
Attachment A – GSA with M.E. Simpson Company, 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 M.E. Simpson Co, Inc., an Indiana corporation (**Contractor**). City and Contractor are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain Contractor to perform large water meter testing, repair, and calibration services.

B. On June 30, 2025, the City issued a Noticed Inviting Bids (NIB) for the Large Water Meter Testing, Repair, and Calibration Services 2025-2028 (**Project**). On July 28, 2025, Contractor 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. 2026-____ approved by Tracy City Council on _____, 2026.

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: John H. Van Arsdel, Senior Vice President**.** Contractor shall not replace its Authorized Representative, nor shall Contractor use or replace any subcontractors or subconsultants, without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel or subcontractor may result in the termination of this Agreement.

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

2.1 Term. The term of this Agreement shall begin on March 1, 2026, and end on February 28, 2029, unless terminated in accordance with Section 6. This Agreement may be extended for an additional two (2) years by the City Manager following a written determination that Contractor has satisfactorily met all the requirements of this Agreement.

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

3.1 Not to Exceed Amount. Contractor's total compensation under this Agreement shall not exceed $300,000 (three hundred thousand dollars) per fiscal year. Contractor's billing rates shall cover all costs and expenses for Contractor's performance of this Agreement. No work shall be performed by

Contractor in excess of the total compensation amount provided in this section without the City's prior written approval.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.1 Rates. These prevailing wage rates are on file with the City and are available online at http://www.dir.ca.gov/DLSR. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to perform the services described herein. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the City harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker, or any other third party.

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

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

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

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

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

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

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

To City:
City of Tracy
Attn: Assistant Director of Utilities
3900 Holly Drive
Tracy, CA 95304

To Contractor:
M.E. Simpson Co, Inc.
Attn: John H. Van Arsdel, Senior Vice President
3406 Enterprise Ave
Valparaiso, IN 46383

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 r**e**mainder 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. <u>Signatures</u>. The individuals executing this Agreement on behalf of Contractor represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Contractor.

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

_____
By: Dan Arriola
Title: Mayor, City of Tracy

Date: _____

Attest:

_____
April B.A. Quintanilla, City Clerk

Approved as to form:

_____
L. David Nefouse, City Attorney

M.E. Simpson Co., Inc.

Cara Lance-Emerick
By: Cara Lance-Emerick
Title: Chief Financial Officer

Date: 1/12/2026

Federal Employer Tax ID No. 35-1474720

John H. Van Arsdel
By: John H. Van Arsdel
Title: Senior Vice President

Date: 1/13/2026

Exhibits:

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

EXHIBIT A - Scope of Work

Contractor shall ensure meter accuracy by testing, repairing, and calibrating water meters in accordance with the current AWWA meter accuracy standards. All turbine type meters will be tested at three different flow rates in accordance with AWWA Accuracy Standards. All Compound type meters that have low and high side element will be tested at six different flow rates (three flows on the low side and three flows on the high side) in accordance with AWWA Accuracy Standards. All meters are to be tested as scheduled by the City of Tracy Public Works Department – Utilities Division and calibrated as required. Replacement parts are to be kept in stock so repairs can be made immediately (if needed).

Contractor shall furnish all labor, material, transportation, tools, and equipment necessary to test, repair, and retest after repair of large meters. The service provider is required to provide skilled and trained personnel and equipment necessary to complete large meter testing.

The large water meter testing program involves annual testing of all meters that are 3" in size and above. There are 200 large meters in the large water meter program. The total number of meters tested each year may be higher or lower depending on the usage patterns, repairs needed, or new installations of large meters. Quarterly, a list of large meters will be issued. Additional requests may come throughout or off schedule based on meter issues.

SCOPE OF PLANNED SERVICES

Contractor shall be responsible for all necessary activities associated with meter testing, repair, and calibration. Contractor shall provide one (1) hard copy and one (1) electronic copy of each meter test report to the Utility Line Maintenance Superintendent or their designee. The report is to be in a legible format containing all the following information.

- Setting information (i.e. apartment, restaurant, schools, park, etc.)
- Site address
- Site number
- Meter information (serial number, size, manufacturer, type, etc.)
- Reading on meter before and after testing
- Hydrostatic pressure and residual pressure
- Testing equipment information (type, manufacturer, date last calibrated)
- Testing hose length
- Test results
- Vault conditions
- Any additional remarks pertaining to the condition of meters or comments on repairs performed and any other recommendations regarding specific meter tested/repaired

Contractor shall submit to the City monthly, an updated listing of the meters tested, the dates that they were tested, and the meters remaining to be tested.

Contractor must maintain copies of all conducted tests for a period of three (3) years.

Testing and calibration shall include testing of the meter for accuracy, any work to modify the performance of the meter by adjusting the calibration vane or change gears externally, and retest.

Contractor must provide all necessary new manufactured parts for meters and equipment needed for testing.

Contractor shall test all meters in accordance with the latest AWWA standards. Included for every meter, the following minimum shall be performed:

- 3 test points for each measuring element
- 3 test points for Turbine meters
- 6 test points for Compound meters

Contractor shall notify the Utility Line Maintenance Superintendent or their designee of scheduled appointments two weeks in advance so that end user customers can be notified at least one week in advance of testing. Specific information pertaining to each site should be addressed. This shall include whether there will be an interruption of service and the time frame for interruption. The contractor shall notify the Utility Line Maintenance Superintendent or their designee of the entire work schedule. This should include work during, before, or after regular working hours.

Contractor shall utilize all safety precautions and be well versed in all safety related aspects of testing, including confined space entry, water contamination, precautions, and traffic control.

Contractor will be responsible for any damages to the meter, or any other structures associated with it. If damages occur on the City, consumer(s) line or on site-facilities, contractor will report it to the Utility Line Maintenance Superintendent or their designee immediately.

In compliance with the City's NPDES Permit, the contractor shall be responsible for dechlorinating the water prior to discharging water into the street by using dichlorination tablets.

Testing Equipment: Contractor shall perform "comparison testing" by placing a factory calibrated meter in series with the subject meter, and for every test point, allow the same water to flow through both meters. Proof of certification of the factory calibrated meter shall be provided to the City prior to commencement of testing the subject meters. The certification needs to be submitted to the City on an annual basis throughout the duration of the program.

Contractors must have hardware and software program when testing digital AMR and/or AMI registers so testing at low flow ranges can be achieved. All settings must be returned as originally found unless approved by the Utility Line Maintenance Superintendent or their designee.

Replacement parts should not be included in the Per Meter Price but shall be billed as a separate line item at the material cost (documented or as indicated on price list).

After repairs are made, contractor will warranty the meter for one (1) year from date of repair. This warranty will include the quality of the meter and all parts.

Any meter that has been repaired shall be re-tested and both test results will be provided to the Utility Line Maintenance Superintendent or their designee.

EXHIBIT B - Compensation

Turbine Meters

Meters size	Test Only (A)	Repair & Retest (B)
3"	$ 875.00	$440.00
4"	$ 875.00	$440.00
6"	$ 875.00	$440.00
8"	$ 875.00	$440.00
10"	$ 875.00	$440.00
Subtotal		

Compound Meters

Meters size	Test Only (C)	Repair & Retest (D)
3"	$ 875.00	$440.00
4"	$ 875.00	$440.00
6"	$ 875.00	$440.00
8"	$ 875.00	$440.00
10"	$ 875.00	$440.00
Subtotal		

Total Test and/or Repair Estimate

Price bid is based on one meter of each size. Total number of meters tested will vary based on usage patterns and repairs needed.

Minimum quantity of meters for all infield testing 200 meters

Parts & Materials Markup 5 %

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

---

1) APPROVING THE EXECUTION OF A GENERAL SERVICES AGREEMENT WITH M.E. SIMPSON COMPANY, INC., AN INDIANA CORPORATION, FOR THE LARGE WATER METER TESTING, REPAIR, AND CALIBRATION SERVICES FOR AN INITIAL TERM OF THREE (3) YEARS, AND A TOTAL NOT-TO-EXCEED AMOUNT OF $300,000 PER FISCAL YEAR; AND

2) AUTHORIZING AN ADMINISTRATIVE EXTENSION BY THE CITY MANAGER FOR UP TO TWO ADDITIONAL YEARS, CONTINGENT UPON SATISFACTORY PERFORMANCE AND BUDGET AVAILABILITY.

WHEREAS, the City of Tracy Utility Line Maintenance unit is responsible for the management and maintenance of over 1,200 miles of water, wastewater, and storm drain lines, over 28,000 water meters, greater than 10 detention/retention basins, and numerous fire hydrants; and

WHEREAS, this unit has the task to provide annual inspections of large water meters for precision and reporting; and

WHEREAS, accurate water metering is critical for compliance with State reporting mandates to track consumption, promotion of water conservation, effective utility billing, and revenue generation; and

WHEREAS, the City owns approximately 200 large water meters ranging from three (3) inches to ten (10) inches in size, which must meet the accuracy standards set forth by the American Water Works Association (AWWA), specifically within a range of 98.5% to 101.5% at normal test flow rates as defined in AWWA Manual M6 and C-series standards; and

WHEREAS, It is neither cost-effective nor efficient for the Utility Line Maintenance Unit to conduct this service on the over 200+ large meters, therefore, the department utilizes an outside vendor selected through the Notice Inviting Bids (NIB) process; and

WHEREAS, in accordance with Tracy Municipal Code Section 2.20.180, the City issued a NIB for large water meter testing, repair, and calibration services on Jun 30, 2025, which was publicly posted on the City's website; and

WHEREAS, M.E. Simpson Company, Inc. was the sole bidder, and upon review of the submitted proposal, City staff determined that the company meets the required qualifications and has the relevant experience to perform the services needed; and

WHEREAS, City staff negotiated an agreement with M.E. Simpson Company, Inc. for an initial three (3) year term beginning March 1, 2026, through February 28, 2029, with the option to administratively extend the agreement for an additional two (2) years if performance is satisfactory and approved by the City Manager; now, therefore be it

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

RESOLVED: That the City Council of the City of Tracy hereby approves the execution of a General Services Agreement with M.E. Simpson Company, Inc., for the large meter testing, repair, and calibration services with an initial term of three (3) years and a total not-to-exceed amount of $300,000 per fiscal year; and be it further

RESOLVED: That the City Council authorizes an administrative extension up to two (2) years in any combination, by the City Manager, contingent upon satisfactory performance and budget availability; and be it further

RESOLVED: That the City Council finds the actions taken herein are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines, as they do not constitute a project.

* * * * * * * * * * * * * *

The foregoing Resolution 2026-_____ was adopted by the Tracy City Council on 17th day of February, 2026, 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:_____
APRIL B.A. QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

February 17, 2026

Agenda Item 1.L

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving a service agreement with Thirkettle Corporation dba Aqua-Metric Sales Company, as a sole source vendor per Tracy Municipal Code Section 2.20.180(b)(c), for a total not-to-exceed amount of $200,000 per fiscal year with an initial five-year term and automatic renewal for an additional five (5) years, for a total not-to-exceed amount of $2,000,000 for the agreement, to provide services for:

a) **Sensus Regional Network Interface ("RNI") and Sensus Analytics Software-as-a-Service (collectively the "SaaS Services") hosted services required for the daily operation of the FlexNet System; and**
b) **Aqua-Metric Value-Added Reseller Support services (the "Support Services") for infrastructure and software.**

EXECUTIVE SUMMARY

The City of Tracy provides domestic water for over 28,000 customers (connections) that is expected to continue to grow significantly over the next ten years. For both regulatory and revenue purposes, it is vital that the amount of water consumed at each of these connections is properly recorded and documented. The City utilizes water meters with Automated Meter Read (AMR) Flexnet systems attached to capture that data and transmit it wirelessly back to the City. This information is then utilized to conduct the monthly utility billing and required reports to local, state, and federal agencies. Staff is recommending approval of an agreement with Aqua-Metric Sales for the continued use of the Sensus Regional Network Interface ("RNI") and Sensus Analytics Software-as-a-Service (collectively the "SaaS Services") hosted services required for the daily operation of the FlexNet System; and Aqua-Metric Value-Added Reseller Support services (the "Support Services") to support and maintain the system.

BACKGROUND AND LEGISLATIVE HISTORY

The City of Tracy Utilities Line Maintenance Unit is responsible for managing an extensive network that includes over 1,200 miles of water, wastewater, and storm drain lines, more than 28,000 water meters, and many fire hydrants. Accurate water metering is critical for tracking consumption, generating revenue, promoting conservation, and complying with state and federal reporting mandates.

A "Flexnet" automated device is installed on each water meter by the Utilities Line Maintenance Unit to wirelessly transmit hourly reads to the City's leased software portal via a regional network interface. These readings, which quantify water flow, serve as the basis for utility billing (water and certain sewer categories).

Since 1999, the City has utilized Sensus products to facilitate a more efficient, radio-read metering system that significantly reduces labor and accelerates data retrieval. These proprietary products and their supporting software were designated sole-source and exempt from formal bidding under TMC 2.20.108(b)(4). Previous City Council resolutions (2015-016 and 2019-063) have confirmed the application of this exemption. Additionally, City Standards Plans for Streets and Utilities (Sections 403-406 and 600-601) require the use of Sensus only products.

ANALYSIS

Given the significant investment in infrastructure supporting accurate and efficient water meter data collection and billing, it is critical to maintain continuity with the existing Sensus system. Aqua-Metric Sales, as the sole-source vendor, ensures consistent product compatibility and vendor support. As the ongoing support and maintenance is necessary to update and ensure the software and infrastructure work properly, staff are requesting an initial five (5) year term with an automatic additional five-year term renewal. This allows for ongoing seamless continuity of service and support.

FISCAL IMPACT

Funding for these purchases and services is available in the Fiscal Year 2026 Enterprise Water Fund (511) operations and maintenance budget. Revenue collected from monthly customer utility billing for water services and new development fees provides the funding for this request. Funding will not exceed City Council-approved fiscal year budget limits.

STRATEGIC PLAN

This agenda item supports the City Council Strategic Priority to invest in technology and infrastructure that enhances public safety by ensuring that the City is using the best available technology to provide the City's internal and external customers with accurate and reliable data for continuous and uninterrupted utility services.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution approving a service agreement with Thirkettle Corporation dba Aqua-Metric Sales Company, as a sole source vendor per Tracy Municipal Code Section 2.20.180(b)(c), for a total not-to-exceed amount of $200,000 per fiscal year with an initial five-year term and automatic renewal for an additional five (5) years, for a total not-to-exceed amount of $2,000,000 for the agreement, to provide services for:

a) Sensus Regional Network Interface ("RNI") and Sensus Analytics Software-as-a-Service (collectively the "SaaS Services") hosted services required for the daily operation of the FlexNet System; and

b) Aqua-Metric Value-Added Reseller Support services (the "Support Services") for infrastructure and software

Prepared by: Robin Kloepfer, Management Analyst

Reviewed by: Stephanie Reyna-Hiestand, Assistant Director – Utilities
Anush Nejad, Public Works Director
Sara Castro, Finance Director
L. David Nefouse, City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

Attachments:

Attachment A – Sole Source Memo
Attachment B – Annual Service Agreement

Docusign Envelope ID: 8630150B-2964-48CC-B223-876196D91B5B

Public Works Department

City of Tracy
520 S Tracy Blvd
Tracy, CA 95376
MAIN 209.831.6300
www.cityoftracy.org

Memorandum

Date: 6/23/2025

To: Midori Lichtwardt, City Manager

CC: Arturo M. Sanchez, Assistant City Manager

From: Stephanie Reyna-Hiestand, Assistant Director - Utilities

Subject: Sole Source Finding – Thirkettle Corporation dba Aqua-Metrics

Summary

This memo requests approval of a sole-source vendor for the continued purchase of Flexnet, water meters, and other accessories required to collect accurate water use from the City's consumers. The City has continually used Sensus products since 1999 and has invested in the infrastructure necessary to provide more efficient methods of collecting usage data. Tracy Municipal Code (TMC) 2.20.180(b)(2) allows for sole source vendor purchase with review and approval of the City Manager. A contract is currently being negotiated and once agreed upon by both parties shall be scheduled for City Council ratification and approval of the agreement.

Background

The City of Tracy Utilities Line Maintenance Unit manages over 1,200 miles of water, wastewater, and storm drain lines, hydrants, and more than 28,000 water meters. Water meters are essential for accurately tracking water consumption, generating revenue, promoting conservation, and complying with State-mandated reporting requirements.

An automated device called a "Flexnet" is placed on top of the meter to transmit hourly radio reads wirelessly to software via a portal. These usage readings are produced by a water meter that counts, by a unit of measurement, the amount of water that has passed through it. This data is used to generate water bills and some sewer charges.

The City has been using Sensus products since 1999, when it began converting to a less labor-intensive radio-read system and faster data retrieval. The proprietary Sensus product and software have always been sole-source items and have been exempt from following formal bidding procedures under TMC 2.20.108(b)(4). Resolution 2015-016

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and Resolution 2019-063 confirm that City staff have applied this exemption before. In addition, Sections 403 – 406 & 600 - 601 of *City Standards Plans for Streets and Utilities* require the Sensus product.

Analysis

As the City has invested heavily in the infrastructure to provide more accurate and efficient methods of collecting the necessary data to provide monthly billing of water use throughout the City, it is vital that it continues to utilize the equipment that makes it possible. As the sole-source vendor for these products, Utilities is requesting that the City Manager provide continued approval of the use of this vendor for its water meter system.

The Utilities Line Maintenance - Meter Unit purchases about $700,000 annually on the products necessary to install new meters in new construction, replace outdated or malfunctioning reading equipment, and upgrade old technology. The funding for these products is accounted for in the annual operations and maintenance budget for the Utilities Line Maintenance Unit. The software and portal used to conduct the billing are utilized by Finance staff and are also proprietary software. Changing or converting to another form of automated meter reading system would not be feasible and is not in the best interest of the City.

The City has applied for a grant that, if awarded, would replace approximately 8,000 meters and upgrade outdated equipment. If awarded, due to limited staffing, an RFP would be conducted to provide the services necessary to install, replace and upgrade the water meter read system according to the grant specifications. This agreement would be brought to City Council as a separate agreement with this vendor, specific to the scope of work in the RFP and under the grant agreement.

Current request:

As identified in the attached letter, Aqua-Metrics is the exclusive sales agency for Sensus products for Northern California, therefore, staff is recommending that the City Manager approve Thirkettle Corporation, dba Aqua-Metrics as a sole source vendor under the guidance of TMC 2.20.180(b)(2), which states, the purchase can be obtained from only one source, which has been reviewed and approved by the City Manager.

Actions:

By signing below, the City Manager approves that Thirkettle Corporation dba Aqua-Metric Sales Company is recognized as a sole-source vendor.

Docusign Envelope ID: 8630150B-2964-48CC-B223-876196D91B5B

DocuSigned by:
Midori Lichtwardt
5E9620641242428...

6/24/2025 | 12:40 PM PDT

Midori Lichtwardt
City Manager

Date

Enclosed: Aqua-Metric sole source letter
Excerpt of City Standards

Docusign Envelope ID: 8630150B-2964-48CC-B223-876196D91B5B

Re: Sole Source

To Whom It May Concern:

Sensus, a Xylem brand recognizes Aqua-Metric Sales Company as an Authorized Distributor of Sensus products for the state of California through 2026. Purchasing Sensus products from an authorized distributor in your area ensures that your products will be properly supported and warranted. Please contact Aqua-Metric Sales Company for all of your Sensus needs.

We look forward to providing your business with quality water products and service in the near future. Please feel free to contact me if you have any questions.

Sincerely,

Trena Simmons

Trena Simmons
Channel Marketing Specialist, Sales Enablement
Sensus, Xylem Brand

Trena Simmons
637 Davis Drive
Morrisville, NC 27560 USA
T: 919.424.8959
trena.simmons@xyleminc.com
sensus.com

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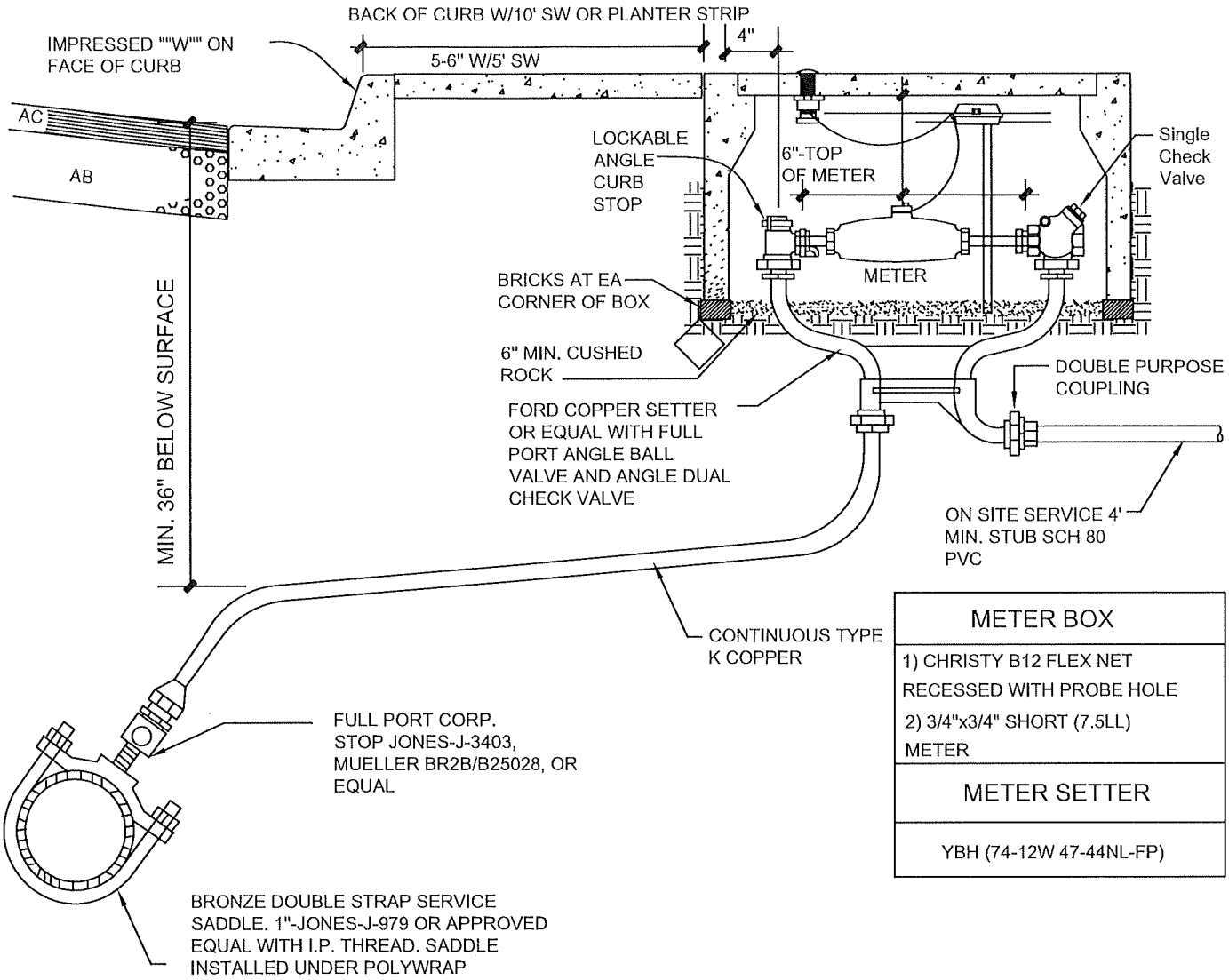


METER BOX
1) CHRISTY B12 FLEX NET RECESSED WITH PROBE HOLE 2) 3/4"x3/4" SHORT (7.5LL) METER
METER SETTER
YBH (74-12W 47-44NL-FP)

NOTES:

1. Meter shall be sensus touch read (TR/PL) with touch read pad installed with flex net transceiver unit (M X U model 520M). One transceiver unit shall be with each meter and read in 100 cubic feet. Meter shall be minimum size as specified by the City Engineer and shall be set with rubber gaskets. Meter shall be furnished and set by contractor with the M X U model 520M read unit to be given to the City to be installed by the City at a later date.
2. Meter box shall be designed and set to accommodate sensus flex net recessed box with probe hole lid in addition to sensus radio read meter reading system.
3. No galvanized pipe shall be used.
4. Compact around the meter to 95%. Onsite plumber shall not remove meter box to connect the pipe.
5. All underground copper water lines within the city right-of-way shall be a single continuous piece polywrapped to City of Tracy Standards.
6. No landscape irrigation lines shall be allowed between the meter box & the sidewalk.
7. Unused existing services shall be abandoned by potholing, cutting out and removing the corporation stop and saddle at the main and installing a full circle 316 stainless steel repair clamp with 316 accessories over the hole.
8. FZ sensus meters should be used in locations where domestic and fire services share one service line.
9. Polyethylene type encasement wrap or 10MIL pipe wrap $\frac{1}{2}$ lapped from main to Christy Box
10. Tracer wire and marker tape from main to Christy Box.

CITY OF TRACY

TRACY
Think Inside the Triangle™

REVIEWED BY: Robert Armijo CITY ENGINEER RCE 63173		STANDARD PLAN No. **403**
Res No. 2020-031	DATE: February 18, 2020	**1" WATER SERVICE**
Prepared By: Leisser M.	Checked By: Thomas W.	**(1" METER OR 3/4"x3/4" SHORT LAY LENGTH)**
Rev:	Rev:	

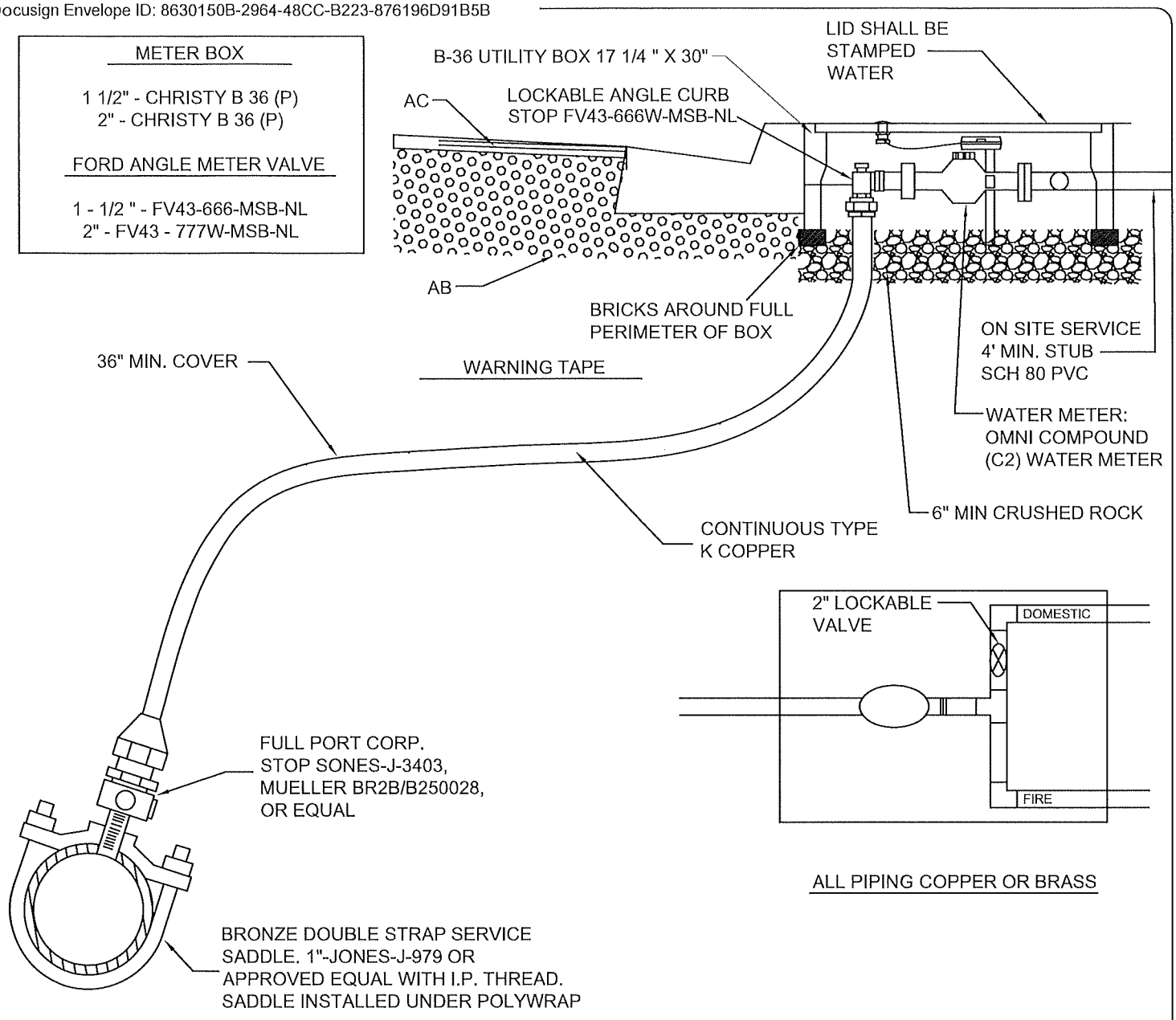
Docusign Envelope ID: 8630150B-2964-48CC-B223-876196D91B5B

METER BOX

1 1/2" - CHRISTY B 36 (P)
2" - CHRISTY B 36 (P)

FORD ANGLE METER VALVE

1 - 1/2 " - FV43-666-MSB-NL
2" - FV43 - 777W-MSB-NL



ALL PIPING COPPER OR BRASS

NOTES:

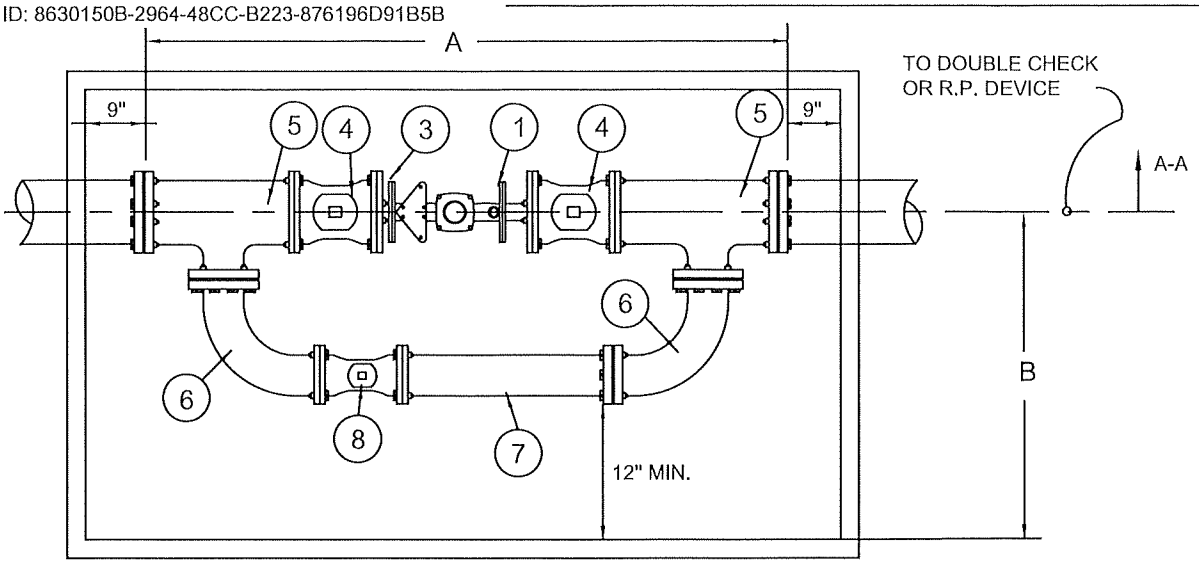
1. Meter shall be sensus touch read (TR/PL) with touch read pad installed with flex net transceiver unit (M X U model 520M). One transceiver unit shall be with each meter and read in 100 cubic feet. Meter shall be minimum size as specified by the City Engineer and shall be set with rubber gaskets. Meter shall be furnished and set by contractor with the M X U model 520M read unit to be given to the City to be installed by the City at a later date.
2. Meter box shall be designed and set to accommodate sensus flex net recessed box with probe hole lid in addition to sensus radio read meter reading system.
3. No galvanized pipe shall be used.
4. Compact around the meter to 95%. Onsite plumber shall not remove meter box to connect the pipe.
5. All underground copper water lines within the city right-of-way shall be a single continuous piece polywrapped to City of Tracy Standards.
6. No landscape irrigation lines shall be allowed between the meter box & the sidewalk.
7. Unused existing services shall be abandoned by potholing, cutting out and removing the corporation stop and saddle at the main and installing a full circle 316 stainless steel repair clamp with 316 accessories over the hole.
8. F2 sensus meters should be used in locations where domestic and fire services share one service line.
9. Polyethylene Encasement Wrap or 10MIL Pipe Wrap Tape - ½ lapped from main to Christy Box.
10. Tracer wire and marker tape from main to Christy Box.

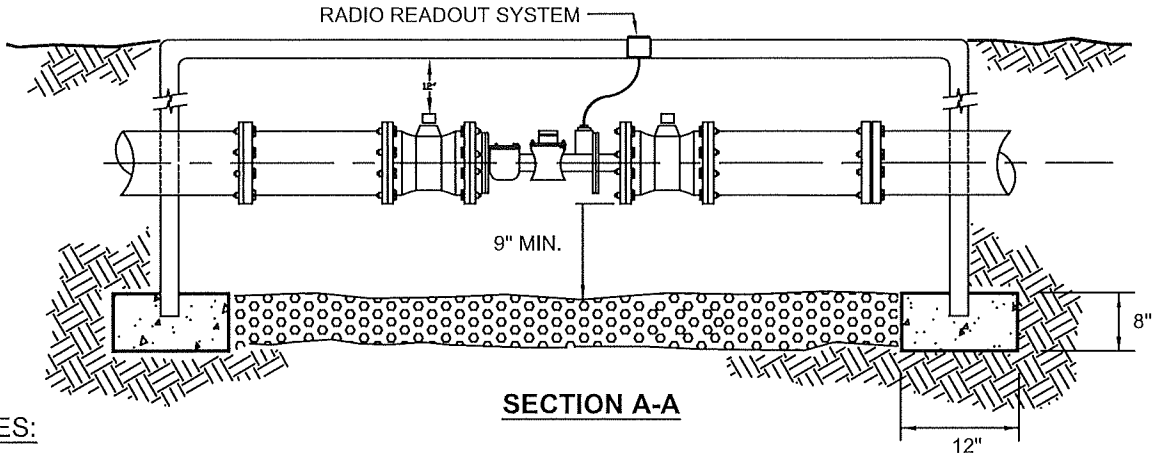
CITY OF TRACY

TRACY
Think Inside the Triangle

REVIEWED BY: Robert Armijo CITY ENGINEER RCE 63173		STANDARD PLAN No. 404
Res No. 2020-031	DATE: February 18, 2020	1 1/2 " & 2" SERVICE
Prepared By: Leisser M.	Checked By: Thomas W.	
Rev:	Rev:	

Docusign Envelope ID: 8630150B-2964-48CC-B223-876196D91B5B





SECTION A-A

NOTES:

1. METER TYPE T2 TURBO FOR IRRIGATION/C2 COMPOUND FOR DOMESTIC FLEX NET TRANSCEIVER.
2. INSTALL LOCKABLE STEEL VAULT LID WITH METER REGISTER IN LID. LID STAMPED RECLAIMED WATER.
3. FOR WATER METERS LARGER THAN 6", DESIGNER SHALL SUBMIT A SEPARATE DESIGN FOR APPROVAL BY CITY ENGINEER.
4. ALL PIPE AND FITTINGS WITHIN VAULT SHALL BE FLANGED DUCTILE IRON PIPE.
5. THE MINIMUM SIZE SERVICE FOR A STREETSCAPE APPLICATION AND NEIGHBORHOOD PARK IS 4 INCH.
6. NO LANDSCAPE IRRIGATION LINES SHALL BE ALLOWED BETWEEN THE METER BOX AND THE SIDEWALK.
7. WATER METER SHALL BE LOCATED WITHIN THE CITY R.O.W

No.	NAME		
1	FLEX NET METER	6	90° ELBOW
2	COUPLING	7	BYPASS PIPE DIP SAME SIZE
3	ADAPTER	8	BYPASS GATE VALVE W/ NUT
4	GATE VALVE W/ NUT		
5	TEE		

DIMENSIONS		3"	4"	6"
A	OVER ALL LENGTH	63	73	86
B	WIDTH PIPE ℄ TO BYPASS	19	21	26
C	PIPE ℄ TO MAXIMUM HEIGHT	16	17	21
	MAIN LINE WIDTH			
	WEIGHT			
	BY PASS SIZE	3"	3"	4"

CITY OF TRACY

TRACY
Think Inside the Triangle™

REVIEWED BY: Robert Armijo
CITY ENGINEER RCE 63173

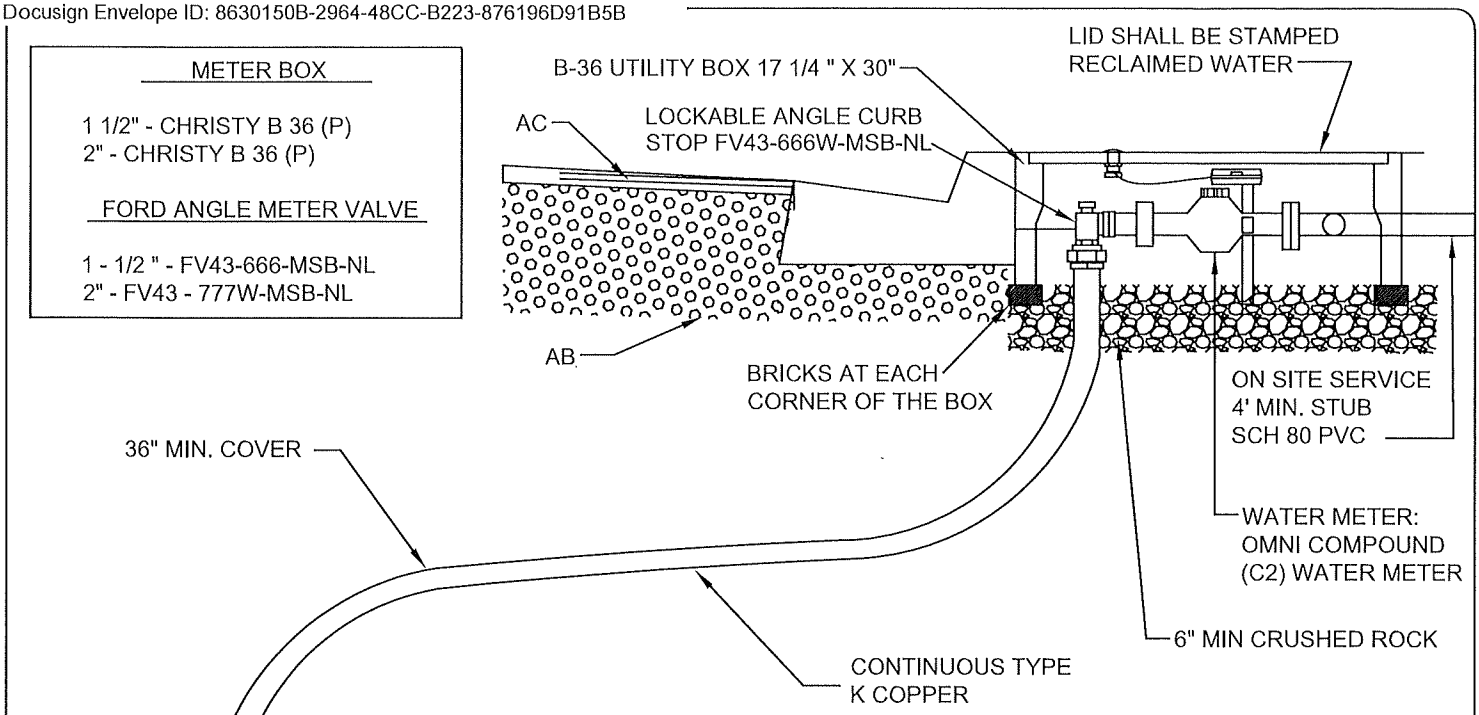
STANDARD PLAN No. **406**

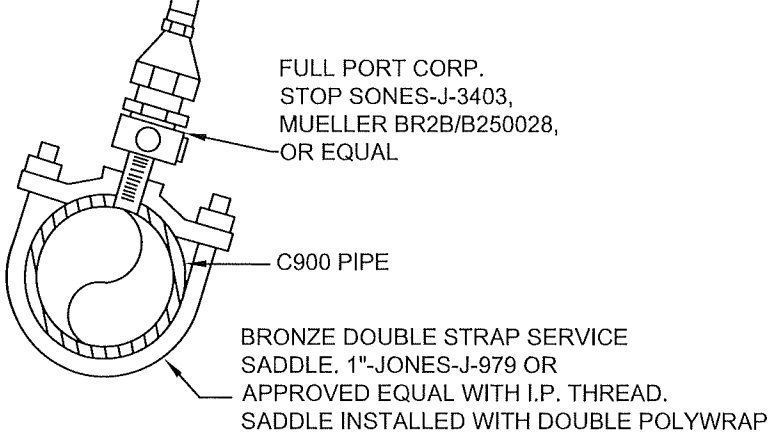
Res No. 2020-031	DATE: February 18, 2020
Prepared By: Leisser M.	Checked By: Thomas W.
Rev:	Rev:

3", 4" & 6" DOMESTIC/IRRIGATION METER

Docusign Envelope ID: 8630150B-2964-48CC-B223-876196D91B5B

METER BOX
1 1/2" - CHRISTY B 36 (P) 2" - CHRISTY B 36 (P)
FORD ANGLE METER VALVE
1 - 1/2 " - FV43-666-MSB-NL 2" - FV43 - 777W-MSB-NL





NOTES:

1. Meter shall be sensus touch read (TR/PL) with touch read pad installed with flex net transceiver unit (M X U model 520M). One transceiver unit shall be with each meter and read in 100 cubic feet. Meter shall be minimum size as specified by the City Engineer and shall be set with rubber gaskets. Meter shall be furnished and set by contractor with the M X U model 520M read unit to be given to the City to be installed by the City at a later date.

2. Meter box shall be designed and set to accommodate sensus flex net recessed box with probe hole lid in addition to sensus radio read meter reading system.

3. No galvanized pipe shall be used.

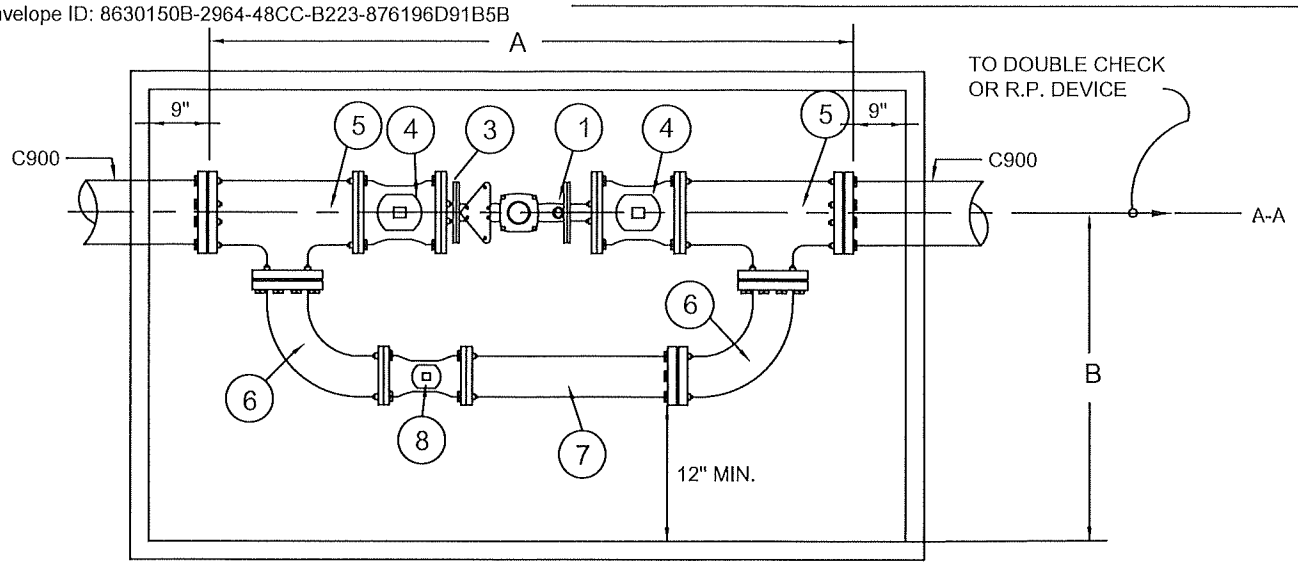
4. Compact around the meter to 95%. Onsite plumber shall not remove meter box to connect the pipe.
5. All underground copper water lines within the city right-of-way shall be a single continuous piece polywrapped to City of Tracy Standards.
6. No landscape irrigation lines shall be allowed between the meter box & the sidewalk.
7. Unused existing services shall be abandoned by potholing, cutting out and removing the corporation stop and saddle at the main and installing a full circle 316 stainless steel repair clamp with 316 accessories over the hole.
8. FZ sensus meters should be used in locations where domestic and fire services share one service line.
9. Purple Christy Polyethylene Pipe encasement wrap or 10ML pipe wrap tape from main to Christy Box.
10. Tracer wire and marker tape from main to Christy box.

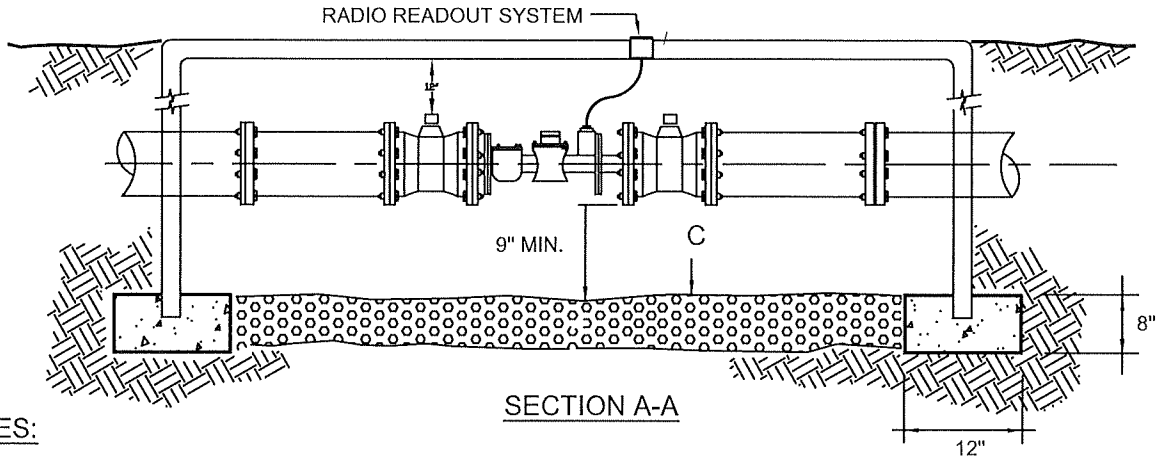
CITY OF TRACY

TRACY
Think Inside the Triangle

REVIEWED BY: Robert Armijo CITY ENGINEER RCE 63173		STANDARD PLAN No. 600
Res No. 2020-031	Date: February 18, 2020	**RECLAIMED WATER 1 1/2 " & 2" SERVICE**
Prepared By: Leisser M.	Scale: N.T.S	
Checked By: Thomas W.	Checked By: Aleck C.	

Docusign Envelope ID: 8630150B-2964-48CC-B223-876196D91B5B





SECTION A-A

NOTES:

1. METER TYPE T2 TURBO WITH FLEX NET FOR IRRIGATION SERVICE.
2. INSTALL LOCKABLE STEEL VAULT LID WITH METER REGISTER IN LID. LID STAMPED RECLAIMED WATER.
3. FOR WATER METERS LARGER THAN 6", DESIGNER SHALL SUBMIT A SEPARATE DESIGN FOR APPROVAL BY CITY ENGINEER.
4. ALL PIPE AND FITTINGS WITHIN VAULT SHALL BE FLANGED DUCTILE IRON PIPE.
5. THE MINIMUM SIZE SERVICE FOR A STREETSCAPE APPLICATION AND NEIGHBORHOOD PARK IS 4 INCH.
6. NO LANDSCAPE IRRIGATION LINES SHALL BE ALLOWED BETWEEN THE METER BOX AND THE SIDEWALK.
7. WATER METER SHALL BE LOCATED WITHIN THE CITY R.O.W

No.	NAME		
1	FLEX NET METER	6	90° ELBOW
2	COUPLING	7	BYPASS PIPE DIP SAME SIZE
3	ADAPTER	8	BYPASS GATE VALVE W/ NUT
4	GATE VALVE W/ NUT		
5	TEE		

DIMENSIONS		3"	4"	6"
A	OVER ALL LENGTH	63	73	86
B	WIDTH PIPE ℄ TO BYPASS	19	21	26
C	PIPE ℄ TO MAXIMUM HEIGHT	16	17	21
	MAIN LINE WIDTH			
	WEIGHT			
	BY PASS SIZE	3"	3"	4"

CITY OF TRACY

TRACY
Think Inside the Triangle™

REVIEWED BY: Robert Armijo
CITY ENGINEER RCE 63173

STANDARD PLAN No. 601

Res No. 2020-031 | DATE: February 18, 2020

Prepared By: Leisser M. | Scale: N.T.S

Checked: Thomas W. | Checked: Aleck C.

3", 4" & 6"
RECLAIMED WATER METER

ANNUAL SERVICES AGREEMENT

This Annual Services Agreement (the "Agreement") is made this _____ day of _____, 2025 (the "Effective Date") by and between Thirkettle Corporation dba Aqua-Metric Sales Company, a California corporation, having its principal location at 4050 Flat Rock Drive, Riverside, CA 92505 ("Aqua-Metric") and City of Tracy, having its principal location at 520 S Tracy Blvd., Tracy, CA 95376 (the "Client"). Aqua-Metric and Client are each referred to individually as "Party" or collectively as the "Parties". The Parties agree as follows:

RECITALS

A. Aqua-Metric has been engaged by Client to provide: (a) Sensus Regional Network Interface ("RNI") and Sensus Analytics Software-as-a-Service (collectively the "SaaS Services") hosted services required for the daily operation of the FlexNet System; and (b) Aqua-Metric Value-Added Reseller Support services (the "Support Services") for the infrastructure and software.

B. Aqua-Metric agrees to, in accordance with the terms of this Agreement, perform the services and supply the goods as described in the attached Exhibits and Appendices (the "Work"), which is attached hereto and made a part hereof for all purposes. This Agreement shall include the following:

   i. This Annual Services Agreement
   ii. Exhibit A: Annual Pricing
   iii. Exhibit B: Support Standards

In consideration of the mutual agreements, covenants, representations, and warranties contained herein, and in reliance thereon, intending to be legally bound, Aqua-Metric and Client agree as follows:

1. TERM. This Agreement shall commence on the Effective Date and shall extend for five (5) years unless terminated earlier in accordance within the provisions of this Agreement. This Agreement may automatically renew for successive five (5) year terms unless terminated pursuant to the terms hereunder.

2. PRICING AND PAYMENT. Subject to the provisions of this Agreement, Client shall pay Aqua-Metric for the annual SaaS Services and Support Services fees (the "Annual Services") in the amount set forth herein Exhibit A.

   2.1. Aqua-Metric shall automatically invoice Client for payment within sixty (60) days prior to the anniversary date of implementation. Client shall issue payment within thirty (30) days of receipt of invoice.

   2.2. Notwithstanding anything to the contrary herein, all payments will be processed in accordance with California Public Contract Code 20104.50. Aqua-Metric may charge a late fee for payments not made in accordance with this prompt payment policy; however, the policy shall not apply to payments withheld by Client in the event: (a) there is a bona fide dispute between Client and Aqua-Metric concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; or (b) the payment application is not mailed or invoiced to Client in accordance with Agreement. Client shall provide Aqua-Metric with written notice of a disputed invoice within thirty (30) days from the date of receiving the invoice. If Client has not furnished such notice, Aqua-Metric may consider the invoice accepted and ready for payment.

   2.3. Annual Services shall automatically renew each year on the anniversary of the implementation date and will continue through the duration of Client's continued use of the Annual Services. Annual Services will incur an automatic three percent (3%) annual increase to the antecedent fee for service.

   2.4. In the event Client wishes to discontinue the Annual Services, Client shall provide Aqua-Metric written notification pursuant to Section 12 prior to the subsequent annual invoice; at which time

Aqua-Metric's Annual Services shall cease pursuant to Section 4. Client's failure to give Aqua-Metric notice prior to renewal will result in automatic renewal and Client agrees to pay for subsequent Annual Services.

2.5. All pricing and payments shall be in US currency.

2.6. **Not to Exceed Amount**. Aqua-Metric's total compensation under this Agreement shall not exceed $200,000 (two hundred thousand dollars) per fiscal year.

3. MODIFICATIONS, AMENDMENTS AND CHANGE ORDERS. No modification or amendment to this Agreement or the Work herein shall be binding upon either Party hereto unless such amendment is set forth in writing and duly executed by an authorized representative of each Party. Aqua-Metric and Client each acknowledge additional product and services not detailed or described herein may be required to complete the Work. Either Party may initiate a request to modify, add or remove additional product or services. No additional product or service will be inclusive unless upon written amendment to this Agreement duly executed by an authorized representative from both Parties. Unless otherwise agreed upon, all additional product or services rendered will be quoted at current market values at the time of request.

4. SUSPENSION OF SERVICE.

4.1. In the event Client fails to pay Aqua-Metric for any invoices within forty-five (45) days from the date of invoice, Aqua-Metric may, in its sole discretion, withhold or suspend the services until Client has paid any past due invoiced amounts or seek termination pursuant to Section 12.2 of this Agreement. Client shall be responsible for applicable service fees, including late fees and early termination fees incurred for early termination. In the event of suspension or termination, Client acknowledges and agrees Aqua-Metric and/or Sensus will not be held responsible to diagnose, troubleshoot, update, repair, or replace any software previously purchased by Client. Client will be responsible for the purchase of hardware, software Updates or Upgrades, or hourly support and maintenance fees described in Exhibit B.

5. OWNERSHIP.

5.1. Aqua-Metric Materials. Aqua-Metric or its suppliers shall retain all right, title and interest (including but not limited to copyright and other proprietary or intellectual property rights) in the Aqua-Metric Confidential Information, the Aqua-Metric Proprietary Materials (excluding Client Work Product, Client Data and Client Confidential Information).

5.2. Client Materials. The Client shall retain all right, title and interest (including copyright and other proprietary or intellectual property rights) in the Client Work Product, Client Confidential Information and Client Data. Aqua-Metric may access Client Data only to respond to AMI services or technical problems or at the Client's request, and for the purposes of hosting such Client Data in connection with the provision of the AMI Services to the Client. Without limiting the generality of the foregoing, Aqua-Metric agrees that information and data on how the AMI Services are used by Client (such as, but not limited to, benchmarking data, usage patterns and roles) constitute Client Confidential Information and may only be used by Aqua-Metric to improve the delivery of AMI Services for Client, and may not be used for other purposes, and may not be distributed, transferred in detail or summary form to any third party without the express written consent of Client.

6. CONFIDENTIAL INFORMATION.

6.1. Each party shall hold the other party's Confidential Information in confidence and shall not disclose such Confidential Information to third parties other than to consultants or contractors, subject to similar terms of confidentiality, when disclosure is necessary for the purposes set forth herein, nor use the other party's Confidential Information for any purpose other than the purposes set forth under this Agreement. The foregoing restrictions on disclosure shall not apply to information which is: (i) already known by the recipient, (ii) becomes, through no act or fault of the recipient, publicly known, (iii) received by recipient from a third party without a

restriction on disclosure or use, (iv) independently developed by recipient without reference to the other party's Confidential Information, or (v) is a public record under applicable laws, which shall control, subject to the terms of this Section. Subject to the California Public Records Act, the Client will maintain the confidentiality of all Aqua-Metric Confidential Information, and Aqua-Metric will maintain the confidentiality of all Client Confidential Information, with each party taking all reasonable precautions to protect the same, at a minimum taking those precautions used to protect its own Confidential Information from unauthorized use or disclosure. All Client Data shall be deemed Client Confidential Information for purposes of this Agreement and the protections and requirements set forth herein.

6.2. The Client acknowledges that Aqua-Metric may use products, materials, or methodologies proprietary to Aqua-Metric. The Client agrees that Aqua-Metric's provision of services under this Agreement shall not be grounds for the Client to have or obtain any rights in such proprietary products, materials, or methodologies unless the parties have executed a separate written agreement with respect thereto. Aqua-Metric, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by the Client as confidential and shall not disclose any such information to a third party without the prior written approval of the Client. Subcontractors and affiliates of Aqua-Metric who need to know the Confidential Information to perform the Services shall not be considered third party for purposes of this Section.

6.3. Unauthorized Access. Aqua-Metric shall store and maintain Client Information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt Client Information in any way. Aqua-Metric shall notify the Client immediately if the security or integrity of any Client information has been compromised or is believed to have been compromised, in which event, Aqua-Metric shall, in good faith, use all commercially reasonable efforts to cooperate with the Client in identifying what information has been accessed by unauthorized means and shall fully cooperate with the Client to protect such information from further unauthorized disclosure.

7. COMPLIANCE WITH LAWS

7.1. Aqua-Metric Compliance with Laws. Aqua-Metric will perform its obligations under this Agreement in a manner that complies with all Laws: (i) applicable to Aqua-Metric and Aqua-Metric's business, activities, Aqua-Metric's facilities and the provision of Services hereunder, including Laws of any country or jurisdiction from which or through which Aqua-Metric provides the Services or obtains resources or personnel to do so; and (ii) applicable to Client and Client's affiliates. "Laws" shall include and refer to any and all federal (national), state, provincial, municipal or local laws, regulations, rules, judicial decrees, decisions and judgments, executive and government orders and ordinances, and any and all directives of regional legislative and regulatory bodies and implementing legislation, as well as rules and regulations of any self-regulatory organization by which any party may be bound, including the Laws of each and every jurisdiction applicable to Client, Aqua-Metric, this Agreement and the performance of the Services.

7.2. Client Compliance with Laws. Client will perform its obligations under this Agreement in a manner that complies with all Laws applicable to Client's business, activities, and facilities. "Laws" shall include and refer to any and all federal (national), state, provincial, municipal or local laws, regulations, rules, judicial decrees, decisions and judgments, executive and government orders and ordinances, and any and all directives of regional legislative and regulatory bodies and implementing legislation, as well as rules and regulations of any self-regulatory organization by which any party may be bound.

8. LIMITED WARRANTIES, REPRESENTATIONS AND COVENANTS

8.1. Aqua-Metric represents, warrants and covenants as follows:

a. Aqua-Metric has the right to enter into this Agreement and perform in accordance with the terms of this Agreement, and such actions do not violate any third-party agreement or other obligation by which Aqua-Metric is bound.

b. Aqua-Metric is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of this Agreement, except where the failure to be so qualified, in the aggregate, would not reasonably be expected to adversely affect its ability to perform its obligations under this Agreement;

c. Aqua-Metric has the full right, corporate power and authority to enter into this Agreement, to grant the rights and licenses granted under this Agreement and to perform its obligations under this Agreement;

d. The execution of this Agreement by Aqua-Metric's representative herein has been duly authorized by all necessary corporate action of Aqua-Metric.

9. DISCLAIMER OF WARRANTIES.

9.1. DISCLAIMER. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICES AND SOFTWARE ARE PROVIDED BY AQUA-METRIC ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; provided; however any such warranties received by Aqua-Metric from its supplies shall be passed on to Client.

9.2. Aqua-Metric warrants that the services provided by Aqua-Metric will be performed in a professional and workmanlike manner with a degree of care, skill and competence that is consistent with the then generally accepted industry standards reasonably expected of similar types of engagements and the deliverables herein this Agreement will substantially conform to the deliverables specified in the applicable Exhibits and Appendices hereto through the term of the Agreement.

9.3. Limitations. Unless otherwise expressly provided herein, neither Aqua-Metric nor any of its service providers, licensors, employees or agents warrant that the operation of the Services will be uninterrupted or error free. Aqua-Metric will not be responsible for any damages that Client may suffer arising out of use, or inability to use, the Services.

10. LIMITATIONS AND DISCLAIMERS OF LIABILITY.

10.1. DISCLAIMER OF CERTAIN DAMAGES. IN NO EVENT SHALL ANY PARTY HAVE ANY LIABILITY TO THE ANOTHER PARTY HERETO FOR ANY LOST PROFITS (WHETHER DIRECT OR INDIRECT), LOSS OF USE, COSTS OF COVER, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT, WARRANTY OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

11. INDEMNIFICATION.

11.1. Aqua-Metric's Obligation. Aqua-Metric shall defend, indemnify and hold each Client Indemnitee (as defined below) harmless from any and all losses, costs, fines, penalties, damages and other amounts (including reasonable attorney fees) incurred by, assessed against or imposed on a Client Indemnitee arising from or in connection with any and all third party suits, claims, actions or demands (a "Claim"): (i) alleging any Product, Software or any Service infringes any valid and issued patent, copyright, or trademark or similar property right of a third party, (ii) for personal injuries, death or damage to tangible personal and real property caused by the gross negligence or willful misconduct of Aqua-Metric, its employees, or agents; (iii) relating to or arising out of Aqua-Metric's failure to comply with applicable law; and (iv) relating to or arising out of Aqua-Metric's breach of its confidentiality obligations

hereunder. "Client Indemnitee" shall mean Client, and its respective officers, directors, employees, agents, successors and assigns.

11.2. Client Obligation. To the extent allowed by the laws of the State of California, Client shall defend, indemnify and hold Aqua-Metric harmless from any and all losses, costs, fines, penalties, damages and other amounts (including reasonable attorney fees) incurred by, assessed against or imposed on Aqua-Metric arising from or in connection with any and all third party suits, claims, actions or demands (a "Claim"): (i) for personal injuries, death or damage to tangible personal and real property caused by the negligence or willful misconduct of Client, its employees, contractors or agents other than Aqua-Metric; (ii) relating to or arising out of Client's failure to comply with applicable law; and (iii) relating to or arising out of Client's breach of its confidentiality obligations hereunder.

12. INSURANCE. Aqua-Metric must provide the insurance listed in **Exhibit C** attached hereto and incorporated herein by reference.

13. TERMINATION.

13.1. Termination of the SaaS Services. Client may terminate this Agreement upon one-hundred twenty (120) days' written notice to Aqua-Metric. Should Client elect to terminate this Agreement, Client acknowledges that; (a) Client shall pay all applicable fees, including any unpaid SaaS Services and Support Services fees due in the current calendar year plus a ten percent (10%) early termination fee, where such fee is calculated based on the annual fees due in the current calendar year; and (b) access to the SaaS Services and Support Services shall immediately cease. If Client elects to terminate the RNI hosted environment but does not terminate the Agreement generally, then upon delivery of the notice to Aqua-Metric, Client shall purchase the necessary (a) RNI hardware from a third party and (b) RNI software license at Aqua-Metric's then-current pricing. No portion of the annual fees shall be applied to the purchase of the RNI hardware or software license.

13.2. Breach. Subject to the terms herein, either party may terminate this Agreement for breach of duty, obligation or warranty; provided, 1) breach is not a result of one of the events defined in Section 22, 2) breach is not cured within the Cure Period hereunder Section 12.4 with such period being extended as necessary for the breaching Party to have a reasonable amount of time to cure, provided the breaching Party begins to cure such breach or violation within the Cure Period and diligently pursues completion of the same, and 3) the breaching Party shall have reasonable time in addition to such Cure Period to cure such breach within the Cure Period and diligently pursues such cure.

13.3. Duties and Obligations of the Parties. In the event that this Agreement is terminated prior to the Expiration Date, the Client shall pay Aqua-Metric for services actually rendered up to the effective date of termination and Aqua-Metric shall continue to provide the Client with services requested by the Client and in accordance with this Agreement up to the effective date of termination. Upon termination of this Agreement for any reason, Aqua-Metric shall provide the Client with copies of all completed or partially completed documents prepared under this Agreement contemporaneously with the Client making a final payment to Aqua-Metric in the amount consistent with services rendered as of the date of termination, including such subscription services the Aqua-Metric has contracted for in fulfillment of the terms of this Agreement. In the event Aqua-Metric has received access to Client information or data as a requirement to perform services hereunder, Aqua-Metric shall return all Client provided data to the Client in a machine-readable format or other format deemed acceptable to the Client, in the Client's reasonable discretion.

13.4. Cure Period. As used in this Agreement, "Cure Period" means a period a of forty-five (45) days after receipt by a breaching Party of written notice from the non-breaching Party that this Agreement has been breached; provided, however, no Cure Period shall be permitted if a Party to this Agreement is found to have already breached this Agreement three (3) times.

14. INFORMAL DISPUTE RESOLUTION. Except in the event of termination pursuant to Section 12, if either Aqua-Metric or Client has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the Parties shall first attempt to resolve the matter through this dispute resolution process. The disputing Party shall notify the other Party in writing as soon as practicable after discovering the claim, dispute, or breach. The notice shall state the nature of the dispute and list the Party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both Parties shall commence the resolution process and make a good faith effort, either through email, mail, phone conference, in person meetings, or other reasonable means to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with this Agreement. If the Parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the Parties shall submit the matter to non-binding mediation in within the county seat of San Joaquin County, California. The mediator shall be agreed to by the Parties. If the Parties cannot agree on a mediator, each Party shall select a mediator and the mediators selected by the Parties shall select a mediator to mediate the dispute. Each Party shall be liable for its own expenses, including attorney's fees; however, the Parties shall share equally in the costs of the mediation. If the Parties cannot resolve the dispute through mediation, then either Party shall have the right to exercise any and all remedies available under law regarding the dispute. Notwithstanding the fact that the Parties may be attempting to resolve a dispute in accordance with this informal dispute resolution process, the Parties agree to continue without delay all of their respective duties and obligations under this Agreement not affected by the dispute. Either Party may, before or during the exercise of the informal dispute resolution process set forth herein, apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests.

15. JURISDICTION AND VENUE. This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that San Joaquin County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

16. MODIFICATIONS, AMENDMENTS OR WAIVERS. No modifications or amendments to the Agreement, and no waiver of any provisions hereof shall be valid unless in writing signed by duly authorized representatives of the parties.

17. NONWAIVER. Any failure or delay by either party to exercise or partially exercise any right, power or privilege hereunder shall not be deemed a waiver of any of the rights, powers or privileges under this Agreement. The waiver by either party of a breach of any term, condition or provision of this Agreement shall not operate as, or be construed as, a waiver of any subsequent breach thereof.

18. NOTICES. Except as otherwise provided in the Agreement, all notices or other communications hereunder shall be deemed to have been duly given when made in writing and delivered in person or mailed, postage prepaid, by first class, certified or registered mail, by messenger or courier, and addressed as provided below. The address to which the notice(s) or communications may be given by either party may be changed by notice given by such party to the other pursuant to this Section or by other form of notice agreed to by the parties. All notices permitted or required to be given by either party under this Agreement to the other shall be in writing through each party's authorized representative(s) as follows:

    If to Aqua-Metric:

    Thirkettle Corporation
    DBA Aqua-Metric Sales Company
    Attn: Christopher Newville
    16914 Alamo Parkway, Building 2
    Selma, TX 78154
    Email: chris.newville@aqua-metric.com

If to Client:

City of Tracy
Attn: Office of the Director of Public Works
520 S Tracy Blvd.
Tracy, CA, 95376

19. REMEDIES. Except for remedies specifically designated as exclusive, no remedy conferred by the Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

20. SEVERABILITY. If any term, provision or part of the Agreement is to any extent held invalid, void or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be impaired or affected thereby, and each term, provision, and part shall continue in full force and effect, and shall be valid and enforceable to the fullest extent permitted by law.

21. SUCCESSORS. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns (if such assignment was properly made pursuant to this Agreement).

22. AUTHORIZED REPRESENTATIVE. Each party represents to the other party that: (i) it has the power and authority to execute and deliver this Agreement and perform its obligations hereunder; (ii) the execution, delivery, and performance of this Agreement has been duly approved and authorized by it; and (iii) the execution and delivery of, and performance by, such party of this Agreement does not and will not, directly or indirectly, (iv) require the consent, approval, or action of, or any filing or notice to (collectively, "Consents"), any corporation, firm, person or other entity or any public, governmental or judicial authority, which Consents have not already been obtained, (v) violate the terms of any instrument, document or agreement to which it is a party, or by which it is bound, or be in conflict with, result in a breach of or constitute (upon the giving of notice or lapse of time or both) a default under any such instrument, document or agreement, or (vi) violate any order, writ, injunction, decree, judgment, ruling, law rule or regulation of any federal, state, county, municipal, or foreign court or governmental authority applicable to it.

23. FORCE MAJEURE. Neither party shall be held liable for delay in fulfilling or failure to fulfill its obligations under this Agreement, if such delay or failure is caused by events beyond the reasonable control of such party, including, without limitation, natural calamity, acts of God, terrorist events, pandemic, epidemic or delays in product shipment caused by any of the preceding events, provided payment obligations shall not be so excused. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this Agreement.

24. ENTIRETY OF AGREEMENT. This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the Client and Aqua-Metric, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement, understandings, negotiations, and proposals, whether written or oral, formal or informal between the parties, is hereby declared null and void to the extent in conflict with any provision of this Agreement. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Client shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Aqua-

Metric. Any goods, software or services delivered or provided in anticipation of this Agreement under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.

25. ASSIGNMENT. Aqua-Metric may not assign any of their respective rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party, including any assignment or transfer in connection with a merger, reorganization, or sale of all or substantially all of the assets or equity of such party. Any attempted assignment in breach of this Section shall be void and Client shall have the right to terminate this Agreement as set forth herein. This Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

26. DEFINITIONS.

a. "Confidential Information" means documents, data, work product and any other sources of information designated as confidential in writing by Client or Aqua-Metric, as applicable, and any other information that a party should reasonably know is confidential in light of the circumstances surrounding its disclosure.

b. "Client Data" means any or all of the following, and all copies thereof, regardless of the form or media in which such items are held: (i) Confidential Information of Client, including, but not limited to, Personally Identifiable Information; (ii) data and/or information provided or submitted by or on behalf of Client or any Client Affiliate to Aqua-Metric regardless of whether considered Confidential Information; and (iii) data and/or information stored, recorded, processed, created, derived or generated by Aqua-Metric as a result of and/or as part of the Services, regardless of whether considered Confidential Information.

c. "Documentation" means all publications and documentation relating to the use or operation of the Products, Software and Services provided hereunder, such as reference, user, installation, systems administration and technical guides.

d. "Fees" mean the Product Costs, Service fees and the SaaS Services fees.

e. "Software" means the computer software described as such in the Sensus Inc. Agreement, in machine-readable form only, as well as any Updates which may be provided pursuant to the terms of this Agreement.

f. "Subscription Services" mean the hosting and software services performed by Sensus Inc. and Aqua-Metric.

g. "Subscription Services Fees" means the fees for Client’s continued use of the RNI or Sensus Analytics.

h. "Support Services" means the annual maintenance and support services provided by Aqua-Metric and Sensus.

i. "Support Services Fees" means the fees for Client’s use of the Support Services.

j. "Training" means the instructional training provided by Aqua-Metric to Client regarding access to and proper use and operation of the software and services.

k. "Updates" means minor enhancements, improvements, patches or modifications released to improve performance or fix errors in previous versions of software applications developed by Sensus or third-party developers.

l. “Upgrade" means a release of the software or a change to the existing software and/or hardware containing major new features, functionality and/or performance improvements that would enable the existing software and/or hardware configuration to perform to the level of the next version of the software and/or hardware configuration and is designed to replace the older software and/or hardware version of the same product and/or extend the useful life of that product.

[Signature page on following page]

26. COUNTERPARTS AND ELECTRONIC SIGNATURE. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

    Client signatory represents and warrants that the signatory has all necessary authorization to purchase and pay for the Services indicated herein.

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL NOT BE BINDING UNTIL FULLY EXECUTED BY AN AUTHORIZED SIGNATORY FOR BOTH CLIENT AND AQUA-METRIC (OR ITS APPLICABLE AFFILIATE).

IN WITNESS WHEREOF, this Agreement is hereby executed on behalf of each of the parties hereto as of the date signed by both parties below.

THIRKETTLE CORPORATION DBA AQUA-METRIC SALES COMPANY 4050 Flat Rock Drive Riverside, CA 92505	City of Tracy 520 S Tracy Blvd. Tracy, CA 95376
Signed by: Christopher Newville 6EF3418DB025466... Signature	Signature
Christopher Newville Name (Printed or Typed)	Name (Printed or Typed)
Manager Title	Title
1/6/2026 | 5:54 AM PST Date	Date

EXHIBIT A
ANNUAL PRICING

Quantity	Description	Tariff	Unit Price	Line Total
1 EA	SUPPORTRNI ANNUAL RNI SAAS FEE COVERAGE 08/05/2025 - 08/04/2026.	0.00	30,149.00	30,149.00
1 EA	SUPPORTANALY ANNUAL ANALYTICS FEE COVERAGE 08/05/2025 - 08/04/2026.	0.00	24,345.87	24,345.87
1 EA	SUPPORTPORTA ANNUAL CUSTOMER PORTAL CORE COVERAGE 08/05/2025 - 08/04/2026.	0.00	7,687.22	7,687.22
1 EA	TEXTANALYTICS ANALYTICS TEXT MESSAGES COVERAGE 08/05/2025 - 08/04/2026.	0.00	1,198.66	1,198.66
1 EA	SUPPORTTGB BASESTATION EXT WARRANTIES COVERAGE 08/05/2025 - 08/04/2026.	0.00	2,215.00	2,215.00
1 EA	SUPPORTTGB BASESTATION EXT WARRANTIES COVERAGE 08/05/2025 - 08/04/2026.	0.00	3,979.80	3,979.80

This quote for the product and services named above is subject to the following terms:

1. All quotes are subject to the Aqua-Metric Terms of Sales available at www.aqua-metric.com
2. Quote is valid for thirty days.
3. If modifications in materials, labor or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.
4. Freight allowed on single Sensus orders exceeding $80,000.00.
5. Net Thirty Days to Pay.
6. Returned product may be subject to a 25% restocking fee
7. Sales Tax and/or Freight charges are approximated and may vary on final invoice.
8. TAXES AND FEES. All prices quoted are exclusive of federal taxes, state taxes, municipal taxes, tariffs, duties, and other government-imposed fees (collectively the "Taxes and Fees") related to the procurement, installation, and delivery of materials and equipment. Customer shall be liable for all applicable Taxes and Fees imposed upon the Goods purchased. Taxes and Fees will be added to each applicable invoice and are the responsibility of the Customer. If Customer is exempt from sales tax, Customer is required to provide all applicable tax exemption documentation at the time of purchase. Any changes in Taxes and Fees may result in adjustments to the final invoice accordingly.

Subtotal	69,575.55
Sales Tax	0.00
Total	**69,575.55**

EXHIBIT B
SUPPORT STANDARDS

1. Overview

1.1. As a Sensus certified Value-Added Reseller, Aqua-Metric's technical services team will provide Client with remote or on-site (when applicable) technical assistance to maximize Client's operational success. The Aqua-Metric Support Standards (the "Support Standards") outlined herein shall serve as a general guideline and minimum expectations of the services provided by Aqua-Metric or Client through the term of this Agreement. In avoidance of ambiguity, these Support Standards are intentionally broad to encompass various utility meter reading solutions. Some standards may not apply to each of Aqua-Metric's customers depending on the solution and equipment purchased by Client.

2. Business Hours and Contact Information

2.1. Standard business hours are Monday through Friday, 7:30 AM to 4:30 PM (Pacific and Central Time Zones), excluding statutory holidays.

2.2. For technical assistance, Client may contact Aqua-Metric's designated support representative directly or Aqua-Metric's support resources at (866) 719-1422 or via email at helpdesk@aqua-metric.com.

2.3. Although it is unlikely technical issues would be identified outside the standard business hours, Aqua-Metric will provide technical assistance to Client for critical issues after hours or on holidays when applicable. In such event and if Aqua-Metric is unavailable, Client shall leave a voicemail detailing Client name, best contact information and a description of the issue(s). If Client initiates an afterhours email, Client shall mark any email correspondence as "high priority" and note "Urgent" in the subject line.

3. Support Categories

3.1. General questions or recommendations regarding functionality and use of products or software.

3.2. Network Infrastructure

A. Annual Maintenance (if purchased by Client)

I. Aqua-Metric will perform remote infrastructure health and network connectivity checks. Aqua-Metric will monitor for network outages and attempt to notify Client for review. In the unlikely event of prolonged network outages, Aqua-Metric may create a service ticket and coordinate with Client to assess any repair(s) needed to restore communications; provided, however, Client will be responsible for backhaul communication devices, including restoring lost communication at the backhaul or WAN device(s) with Client's service provider, and ensuring the Basestation(s) is connected to power.

II. Aqua-Metric will perform one on-site maintenance and health check per year for each Basestation within Client's network. Typical maintenance inspections will include (at minimum):

a. Ensure that the Basestation is still securely mounted to the pole. Check the pole mount for any signs of damage, deterioration, cracks or vandalism.

b. Check all internal cabling and wiring for damage. Verify wiring integrity, especially any damage to wire coatings by rodents or insects. Confirm that RF cabling and any electrical ground cables are securely attached. Tighten any loose bolts/screws or cables as needed.

c. Transceiver

i. Inspect transceiver fan filters and clean if needed.

ii. Inspect transceiver fan operation.

iii. Check transceiver warning alarm lights.

iv. Listen for fan bearing noise. Replace or schedule follow-up inspection if noise is present.

v. Vacuum away dust and/or remove debris from transceiver and rectifier fans.

d. Check the AC power connections for tightness.

e. Inspect Basestation batteries.

i. Check batteries for corrosion on the terminals or other anomalous conditions, including leaking acid or loose battery bolts.

ii. Confirm that all cabling and terminals are securely attached.

iii. Check for battery failure light and other alarms.

iv. If the battery is eight years old, the batteries are corroded, or capacity is below 80%, replace battery. Note: New batteries are not included and will be invoiced to Client at time of replacement.

f. Check for signs of water intrusion.

g. Check the integrity of the GPS antenna seal, if equipped, and ensure it is intact.

h. Visually inspect the coaxial cable and antenna (at ground level with binoculars) to ensure secure mounting and/or the presence of other antennas added since installation. Service excludes any tower climb(s) to inspect, diagnose, repair, and/or replace coaxial cable, antenna(s), or antenna mount(s).

i. Aqua-Metric will investigate a drop in performance in the network as needed using an Antenna Analyzer and other radio frequency tools to assist Client with necessary repairs or generating a RMA if needed.

i. Ensure the latest firmware is installed on the transceiver and that warning lights are not illuminated.

III. Aqua-Metric will provide summary of inspection findings including photos to Client upon completion.

IV. On a continual basis, if a network device or component needs remediation or replacement, Aqua-Metric will consult with Client of such work and associated cost(s) and arrange for installation/replacement.

V. Aqua-Metric will provide labor to repair or replace defective Basestation(s) components covered under the Sensus Extended Warranty (if purchased).

VI. Due to regulations which require certified personnel to climb elevated structures, Aqua-Metric does not include labor cost(s) to repair or replace Basestation antenna, coaxial cable or coaxial connections above ground level. Labor cost(s), if any, to repair or replace defective or damaged antennas, coaxial cable or connections will be determined at time of replacement.

B. Basestation Extended Warranty (if purchased by Client)

I. Client may purchase the Sensus Extended Warranty at any time within the first year from the Sensus Basestation(s) shipment date and may be renewed for up to five (5) consecutive years after the standard one (1) year warranty period. The warranty period begins on the date of Sensus shipment. Sensus Extended Warranty includes:

a. Repair or replacement of defective parts or units.

b. Firmware Updates.

c. Remote diagnostics of operation issues.

d. Sensus Extended Warranty excludes 1) defects as a result of tampering, vandalism, negligence, “Acts-of-God”; 2) antenna coaxial cabling or connectors; 3) external antennas; 4) communications backhaul equipment, including network data usage or data provider coverage; 5) electrical power supply, external grounding, or power related issues; 6) backup battery (consumable item), or 7) costs associated with site lease or site maintenance.

II. Aqua-Metric will work with Sensus to update Network Basestation infrastructure firmware.

III. Aqua-Metric will provide best effort communications backhaul troubleshooting and diagnostics.

3.3. Regional Network Interface (the “RNI”), Sensus Analytics and appliable modules, and Sensus Analytics Customer Portal (if applicable); collectively the “AMI Software”

A. Aqua-Metric will review data captured within the RNI, Sensus Analytics quarterly and promptly notify Client of major anomalies or discrepancies.

B. Aqua-Metric will troubleshoot and diagnose integration issues between the AMI Software and Client’s CIS. Aqua-Metric will attempt to resolve integration issues in the AMI Software and escalate to Sensus Technical Services if necessary. If integration issues are due to an issue with the CIS provider, Aqua-Metric will advise Client on what is needed to resolve the issue and Client will be responsible for engaging Client’s CIS provider.

C. Aqua-Metric will assist Client with issues relating to the route file between the AMI Software and Client’s CIS, updating AMI Software when a CIS import/export has changed, and creating new routes within the AMI Software.

D. Aqua-Metric will assist Client with updating existing user reports and alerts upon Client request.

E. Aqua-Metric will assist in troubleshooting Client’s access to AMI Software and password issues.

F. Aqua-Metric will schedule and coordinate software patches and updates to the AMI Software with Client. Aqua-Metric will train Client on the completed updates and furnish updated documentation to Client when applicable and available.

G. Aqua-Metric Support excludes upgrades, integration or re-integration with new or third-party software. In such event, Aqua-Metric will work with Client to prepare a scope of work and quote for the work to be performed.

3.4. Field Equipment and Software

A. Aqua-Metric will coordinate periodic on-site inspections as needed and upon Client request to check field equipment (e.g. handheld devices, Vehicle Transceiver Unit (VXU), or Vehicle Gateway Basestation (VGB)) operation.

B. Aqua-Metric will setup and configure FieldLogic profiles and provide Client with meter configuration profile files. If necessary and upon Client’s request, Aqua-Metric will update or modify FieldLogic profiles and provide Client with new data files upon completion.

C. Aqua-Metric will schedule and coordinate software patches and updates to AutoRead, AutoVu, AutoVu Mapping Software, FieldLogic with Client. Aqua-Metric will train Client on the completed updates and furnish updated documentation to Client when applicable and available.

D. Aqua-Metric will provide remote support for software and hardware failure troubleshooting on field equipment when feasible. In the event remote troubleshooting is unsuccessful, Aqua-

Metric may coordinate an on-site inspection or escalate the service ticket to Sensus Technical Services for further diagnostics.

E. Aqua-Metric will assist Client with issues relating to loading or unloading routes from reading devices, updating AutoVu and AutoRead when a CIS import/export has changed, and creating new routes within the reading software.

3.5. Meters and SmartPoints

A. Aqua-Metric will assist Client with troubleshooting meter and SmartPoint device issues, provided Client has pre-inspected and confirmed 1) the meter is registering consumption, 2) the meter is installed and connected to the SmartPoint properly, 3) the SmartPoint is properly installed through the meter box lid, and 4) the SmartPoint is not obstructed or covered.

3.6. Training

A. Aqua-Metric will provide training documentation outlining general operating, troubleshooting, and maintenance procedures as ongoing as updates to software are published, or upon Client request.

B. Upon Client request, Aqua-Metric will provide one 4 hours training session a year, if requested, on operation, maintenance, and troubleshooting of fixed network infrastructure (e.g. NetMetrics); mobile network infrastructure (e.g. VGB); RNI, Sensus Analytics and applicable modules; Sensus Analytics Customer Portal; field equipment (e.g. handheld devices); AutoVu, AutoVu Mapping Module, and AutoRead; Field Logic Software, including meter profile and configurations; meter installation; and SmartPoint installation and activation.

4. Support Procedures

4.1. Client shall self-diagnose minor issues with easiest and lowest time-consuming activities (e.g. equipment is powered, no internet/cellular network outages, verifying meter is connected to SmartPoint and SmartPoint is properly mounted, etc.).

4.2. If Client is unable to resolve minor issues or the issue is reasonably more severe, Client may contact Aqua-Metric as outlined in Section 2. Client shall provide any details and product serial numbers (if applicable) related to the service request. Service requests are placed in queue and assigned on a first-come first-served basis.

4.3. Aqua-Metric will generate and track the support request through Salesforce service ticket.

4.4. Aqua-Metric and Client will determine the appropriate severity level and captured within the service ticket. Client will be notified anytime the severity level is changed or escalated.

4.5. Aqua-Metric will assign the service ticket to a technical support specialist for review and follow up with Client. Aqua-Metric's technical support specialist will coordinate remote or on-site troubleshooting to determine cause and resolution with Client.

4.6. When necessary, Aqua-Metric will escalate the service ticket to Sensus Technical Services for additional troubleshooting and assistance resolving.

5. Severity Levels

5.1. Aqua-Metric will assign a severity level (SL) as applicable to each service ticket.

A. **SL1 (Critical):** Critical issues such as major communications issues, software component failures or software interaction failures, or failures of the Client's non-individual customer hardware which interfere with communications, post-processing or significant transfers of data thus rendering the system or software inoperable or preventing data transfer into Client's billing system and requires immediate attention and/or escalation to Sensus Technical Services.

B. **SL2 (Moderate):** Moderate issues such as system feature or functionality failure resulting in restricted or impacted operations causing a disruption in work or delay of data transfer into Client's billing software and requires immediate attention and/or escalation to Sensus Technical Services.

C. **SL3 (Low):** Minor or routine issues such as equipment or software malfunction but non-impactful to the overall operation or functionality of the system (e.g. modifications or updates to device software are needed) which may be resolved without significant impact to Client resources.

D. **SL4 (General):** General requests or inquiries regarding normal operation, functionality, or training.

5.2. Aqua-Metric will make reasonable efforts to resolve issues within the target timelines identified in the chart below. Some cases which require Sensus Technical Services or third-party software provider's (e.g. Client's CIS provider) involvement may require additional time to resolve Critical or Moderate cases.

		Call Back	Troubleshooting	Resolution Goal
SL1 (Critical)	Business Hours	30 Minutes	2 Hours	3 Business Days
	After Hours	2 Hours	8 Hours	3 Business Days
SL2 (Moderate)	Business Hours	1 Hour	4 Hours	4 Business Days
	After Hours	1 Business Day	1 Business Day	4 Business Days
SL3 (Low)	Business Hours	2 Hours	1 Business Day	5 Business Days
	After Hours	1 Business Day	1 Business Day	5 Business Days
SL4 (General)	Business Hours	1 Hour	N/A	1 Business Day
	After Hours	1 Business Day	N/A	1 Business Day

6. Escalation Process

6.1. In the event the normal support procedure does not produce the intended or timely results or if the severity has changed, the issue may be escalated to a higher level of support as necessary to complete the service request. Client may request to escalate Critical or Moderate service tickets if the service ticket has not been resolved in the allotted timeframe by contacting Aqua-Metric as outlined in Section 2.

7. General Provisions and Exclusions

7.1. Sensus offers an online database containing operation, configuration and technical manuals and documentation for Sensus products and software. Upon request, Aqua-Metric will coordinate the setup of Client personnel provided Client has provided a list of personnel and email addresses for each user.

7.2. Product Return Material Authorization ("RMA")

A. Aqua-Metric will coordinate warranty product returns, including RMA documentation, for network infrastructure, mobile infrastructure, field equipment (e.g. handheld devices, VGB), meters, and SmartPoints. Client may email warranty claims including a description of product failure(s) and serial number(s) to:

I. Southern California & Nevada: rma-socal@aqua-metric.com

II. Northern California: rma-norcal@aqua-metric.com

III. Texas: rma-texas@aqua-metric.com

IV. Louisiana: rma-louisiana@aqua-metric.com

B. If the service request involves RMA product(s) which have failed for no known reason, Aqua-Metric will open a Special Investigation RMA with Sensus. If such investigation requires a service ticket to be opened by Aqua-Metric, Aqua-Metric will proceed with creating a service ticket and promptly notify Client of any further action(s) necessary to resolve the issue.

C. Warranty repair or replacement does not include labor to remove and replace field devices (e.g. meters, SmartPoints, Smart Gateway, Act-Pak, etc.) from service. Client will be responsible for removing such field devices from service and returning to Sensus manufacturing facilities.

D. Aqua-Metric does not provide advanced replacement product during the interim product warranty inspection/repair period.

7.3. Service tickets which require specialized support from Aqua-Metric or Sensus and outside the scope of the Support Standards (e.g. specialized systems integration services or out of warranty network equipment repair) will be quoted prior to beginning work.

8. VAR Support Opt-Out

8.1. In the event Aqua-Metric or Client terminate the Annual Support, Aqua-Metric Support Standards shall cease immediately and Aqua-Metric may invoice Client for future service requests at the following rates as applicable:

A. Aqua-Metric Technical Support

I. Remote Support: $200.00 per hour with a one (1) hour minimum.

II. On-site Support: $200.00 per hour with a four (4) hour minimum plus travel and expense.

III. Daily On-site Support: $1,500 per day plus travel and expense.

IV. Parts, Materials, and Software Updates not included

B. Sensus Technical Services

I. Remote Support: $250.00 per hour / per call (Call Sensus for current pricing)

II. Parts, Materials, and Software Updates not included

Exhibit C

Insurance Requirements

Aqua-Metric shall, throughout the duration of this Agreement, maintain insurance to cover Aqua-Metric, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum coverages set forth herein.

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

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

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

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

5. Cyber Liability/Technology Errors & Omissions with limits not less than $1,000,000 per claim. Aqua-Metric shall maintain cyber liability or technology errors and omissions insurance. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Aqua-Metric in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information or personally identifiable information (PII), alteration of electronic information, extortion, and network security. If technology errors and omissions insurance is provided, it shall insure against professional errors and omissions that may result from providing technology services and products in the minimum amount of $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 the start of work, and Vendor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the work.

6. Endorsements. Aqua-Metric shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

    6.1. The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured" on ISO form CG 20 10 (or equivalent) for ongoing operations or service agreements, and ISO form CG 20 37 (or equivalent) for completed operations.

    6.2. For any claims related to this Agreement, Aqua-Metrics's coverage shall be primary insurance with respect to the City. Any insurance maintained by

the City shall be excess of the Aqua-Metric's insurance and shall not contribute with it.

6.3 Coverage shall provide and be endorsed to include a waiver of subrogation in favor of the City and its officers, officials, employees, agents and volunteers.

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING A SERVICE AGREEMENT WITH THIRKETTLE CORPORATION DBA AQUA-METRIC SALES COMPANY, AS A SOLE SOURCE VENDOR PER TRACY MUNICIPAL CODE SECTION 2.20.180(B)(C), FOR A TOTAL NOT-TO-EXCEED AMOUNT OF $200,000 PER FISCAL YEAR WITH AN INITIAL FIVE-YEAR TERM AND AUTOMATIC RENEWAL FOR AN ADDITIONAL FIVE (5) YEARS, FOR A TOTAL NOT-TO-EXCEED AMOUNT OF $2,000,000 FOR THE AGREEMENT, TO PROVIDE SERVICES FOR:

A) SENSUS REGIONAL NETWORK INTERFACE ("RNI") AND SENSUS ANALYTICS SOFTWARE-AS-A-SERVICE (COLLECTIVELY THE "SAAS SERVICES") HOSTED SERVICES REQUIRED FOR THE DAILY OPERATION OF THE FLEXNET SYSTEM; AND

B) AQUA-METRIC VALUE-ADDED RESELLER SUPPORT SERVICES (THE "SUPPORT SERVICES") FOR INFRASTRUCTURE AND SOFTWARE

WHEREAS, The City of Tracy Utilities Line Maintenance Unit is responsible for managing an extensive network including over 1,200 miles of water, wastewater, and storm drain lines, more than 28,000 water meters, and many fire hydrants. Accurate water metering is critical for tracking consumption, generating revenue, promoting conservation, and complying with state reporting mandates.; and

WHEREAS, A "Flexnet" automated device is installed on each water meter by the Utilities Line Maintenance Unit to wirelessly transmit hourly reads to the City's leased software portal via a regional network interface. These readings, which quantify water flow, serve as the basis for water and certain sewer billing; and

WHEREAS, Since 1999, the City has utilized Sensus products to facilitate a more efficient, radio-read metering system that significantly reduces labor and accelerates data retrieval. These proprietary products and their supporting software were designated sole-source and exempt from formal bidding under TMC 2.20.108(b)(4). Previous City Council resolutions (2015-016 and 2019-063) have confirmed the application of this exemption. Additionally, City Standards Plans for Streets and Utilities (Sections 403-406 and 600-601) require the use of Sensus products.; and

WHEREAS, Given the significant investment in infrastructure supporting accurate and efficient water meter data collection and billing, it is critical to maintain continuity with the existing Sensus system. Aqua-Metric Sales, as the sole-source vendor, ensures consistent product compatibility and vendor support.; and now be it

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

RESOLVED: That the City Council of the City of Tracy, hereby adopt this resolution approving a service agreement with Thirkettle Corporation dba Aqua-Metric Sales Company, as a sole source vendor per Tracy Municipal Code Section 2.20.180(b)(c), for a total not-to-exceed amount of $200,000 per fiscal year with an initial five-year term and automatic renewal for an additional five (5) years, for a total not-to-exceed amount of $2,000,000 for the agreement, to provide services for:

a) Sensus Regional Network Interface (“RNI”) and Sensus Analytics Software-as-a-Service (collectively the “SaaS Services”) hosted services required for the daily operation of the FlexNet System; and
b) Aqua-Metric Value-Added Reseller Support services (the “Support Services”) for infrastructure and software.

* * * * * * * * * * * * * *

The foregoing Resolution 2026-_____ was adopted by the Tracy City Council on the 17th day of February, 2026, 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:_____
April B. A. Quintanella
City Clerk and Clerk of the Council of the
City of Tracy, California

February 17, 2026

Agenda Item 1.M

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution receiving, adopting, and issuing the report required by Elections Code Section 21130(f), regarding the City of Tracy's 2025-2026 districting process.

EXECUTIVE SUMMARY

The City of Tracy completed the primary aspects of the districting process with the adoption of an Ordinance for by-district election on February 3, 2026. Elections Code Section 21130(f) requires that the City Council issue a report, and this item facilitates the completion of this requirement.

BACKGROUND AND LEGISLATIVE HISTORY

At its special Council Meeting on August 26, 2025, the Tracy City Council adopted a Resolution of the City Council of the City of Tracy Declaring Its Intent to Transition from At-Large to By-District Council Member Elections Under Elections Code § 10010.

The City of Tracy retained two consultants to assist with the districting process. Tripepi Smith was retained to provide public outreach services and Wagaman Strategies was retained to provide demographic and district formation services.

Pursuant to the Elections Code, the City of Tracy scheduled four public hearings regarding districting on the following dates: October 28, 2025, November 18, 2025, December 11, 2025, and January 13, 2026.

On January 20, 2026, the City Council adopted Resolution No. 2026-010, Creating City Council Election Districts and Their Respective Boundaries Within the Territory of the City of Tracy as Provided by Sections 34886 and 34871 of the California Government Code, with Plan Green as the Tracy City Council Election Districts Map.

On February 3, 2026, the City Council adopted Ordinance No. 1381, An Ordinance (1) Amending Title 2 – Administration of the Tracy Municipal Code to Add (A) Chapter 2.01 – Elections and (B) The Following Three Sections Under Chapter 2.01 – Elections: 2.01.010 – Establishment of By-District Elections for City Council Members, Excluding the Mayor, 2.01.020 – Establishment of City Council Election Districts, and 2.01.030 – Establishment of the Sequence of Elections for City Council Members Elected By District; and (2) Relocating Section 2.04.040 – Term Limits of the Tracy Municipal Code to Chapter 2.01 as Section 2.01.040 of the Tracy Municipal Code.

ANALYSIS

Elections Code Section 21130(f) requires that, "[w]ithin 21 days of adopting final election district boundaries, the districting body shall issue a report that explains the basis on which the districting body made its decisions in achieving compliance with the requirements and criteria described in this section, including, as to each neighborhood, community of interest, city, or census designated place that was split into two or more districts, the reason for that split."

Michael Wagaman of Wagaman Strategies prepared a report (Exhibit 1 to the Resolution) to facilitate compliance with the Elections Code. Staff has reviewed the report and recommends that the City Council receive, adopt, and issue the report as required. The report will be posted on the City's website following its receipt, adoption, and issuance.

FISCAL IMPACT

There are no fiscal impacts related to the actions requested of the City Council in this staff report, except operational expenses.

STRATEGIC PLAN

This agenda item supports the City Council's strategic priority of Declaring Its Intent to Transition from At-Large to By-District Council Member Elections Under Elections Code § 10010.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution receiving, adopting, and issuing the report required by Elections Code Section 21130(f), regarding the City of Tracy's 2025-2026 districting process.

Prepared by: April B. A. Quintanilla, City Clerk

Reviewed by: Arturo M. Sanchez, Assistant City Manager
L. David Nefouse, City Attorney

Approved by: Arturo M. Sanchez, Assistant City Manager

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

RECEIVING, ADOPTING, AND ISSUING THE DISTRICTING REPORT REQUIRED BY ELECTIONS CODE SECTION 21130(F), REGARDING THE CITY OF TRACY' S 2025-2026 DISTRICTING PROCESS

WHEREAS, at its special Council Meeting on August 26, 2025, the Tracy City Council adopted a Resolution of the City Council of the City of Tracy Declaring Its Intent to Transition from At-Large to By-District Council Member Elections Under Elections Code § 10010; and

WHEREAS, the City of Tracy retained two consultants to assist with the districting process. Tripepi Smith was retained to provide public outreach services and Wagaman Strategies was retained to provide demographic and district formation services; and

WHEREAS, pursuant to the Elections Code, the City of Tracy scheduled four public hearings regarding districting on the following dates: October 28, 2025, November 18, 2025, December 11, 2025, and January 13, 2026; and

WHEREAS, on January 20, 2026, the City Council adopted Resolution No. 2026-010, Creating City Council Election Districts and Their Respective Boundaries Within the Territory of the City of Tracy as Provided by Sections 34886 and 34871 of the California Government Code, with Plan Green as the Tracy City Council Election Districts Map; and

WHEREAS, on February 3, 2026, the City Council adopted Ordinance No. 1381, An Ordinance (1) Amending Title 2 – Administration of the Tracy Municipal Code to Add (A) Chapter 2.01 – Elections and (B) The Following Three Sections Under Chapter 2.01 – Elections: 2.01.010 – Establishment of By-District Elections for City Council Members, Excluding the Mayor, 2.01.020 – Establishment of City Council Election Districts, and 2.01.030 – Establishment of the Sequence of Elections for City Council Members Elected By District; and (2) Relocating Section 2.04.040 – Term Limits of the Tracy Municipal Code to Chapter 2.01 as Section 2.01.040 of the Tracy Municipal Code; and

WHEREAS, Elections Code Section 21130(f) requires that, "[w]ithin 21 days of adopting final election district boundaries, the districting body shall issue a report that explains the basis on which the districting body made its decisions in achieving compliance with the requirements and criteria described in this section, including, as to each neighborhood, community of interest, city, or census designated place that was split into two or more districts, the reason for that split;" and

WHEREAS, Michael Wagaman of Wagaman Strategies prepared a report (Exhibit 1) to facilitate compliance with the Elections Code and staff has reviewed the report; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby receives, adopts, and issues the report outlined in Exhibit 1 to this Resolution as the report required by Elections Code Section 21130(f), regarding the City of Tracy's 2025-2026 districting process.

* * * * * * * * * * * * * *

The foregoing Resolution 2026-_____ was adopted by the Tracy City Council on the 17th day of February, 2026 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:_____
APRIL B. A. QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

Exhibits:

Exhibit 1 – Districting Report

Exhibit 1

CITY OF TRACY
TRANSITION FROM AT-LARGE TO BY DSITRICT ELECTIONS
FINAL REPORT ON ADOPTED MAP

Pursuant to Section 21130 (f) of the Elections Code this report explains the basis on which the City of Tracy made its decisions in achieving compliance with the requirements and criteria of state law in establishing district boundaries for City Council elections. Specifically, this report details the reason for any occasion when an identified neighborhood or community of interest was split into two or more districts.

The adopted map was adopted without the purpose of favoring or discriminating against any incumbent, political candidate, or political party. The City's demographer was unaware of the locations of the Council Members or of any political candidates when drawing the map.

The City of Tracy selected a proposed map at their January 13, 2026 meeting, with the final ordinance adopted on February 3, 2026, after four public hearings on converting to by-district elections, with the odd-numbered districts up for election in 2026 and even numbered districts up in 2028. All decisions and deliberations were made by the City Council Members in public meetings, with relevant records available at: https://www.cityoftracy.org/government/districting.

EQUAL POPULATION

Population equality shall be based on the total population of residents of the local jurisdiction as determined by the most recent federal decennial census for which the redistricting data described in Public Law 94-171 are available.

The total deviation of the adopted plan is 4.4% based on data adjusted for incarcerated persons from the 2020 Census.

#	Total	Deviation	% Deviation
1	22,955	-383	-1.6%
2	22,804	-534	-2.3%
3	23,822	484	+2.1%
4	23,769	431	+1.8%

During the Council's deliberations it was noted adjustments would be required after the next Census due to growth in the southern portion of the city (District 4). Due to state law and the limitations of available data these could not be fully accounted for during this initial districting process.

CITY OF TRACY
TRANSITION FROM AT-LARGE TO BY DSITRICT ELECTIONS
FINAL REPORT ON ADOPTED MAP

VOTING RIGHTS ACT

Consistent with the districting body's existing obligations under the federal Voting Rights Act, the districting body shall determine whether it is possible to create an election district or districts in which a minority group is sufficiently large and geographically compact to constitute a majority in a single-member district, as set forth in Thornburg v. Gingles, 478 U.S. 30 (1986), and as interpreted in case law regarding enforcement of the federal Voting Rights Act with respect to redistricting.

During the analysis of draft maps, the City's demographer determined it is possible to draw one district with 50-51% Latino Citizen Voting Age Population (CVAP), as determined by unadjusted data from the 2019-2023 American Community Survey (ACS), in the northeastern portion of the City. However, drawing such a district in that area would subordinate other traditional race-neutral redistricting criteria currently prioritized by public input and Council direction.

Under the adopted Plan District 1 has a Latino CVAP of 47.9% according to the aforementioned ACS data.

#	Citizen Voting Age Population			
	NH-White	Latino	Asian	Black
1	26.0%	27.2%	34.6%	7.5%
2	36.8%	47.9%	6.1%	6.2%
3	37.1%	36.6%	18.4%	6.9%
4	31.7%	28.5%	25.9%	11.1%

CONTIGUITY

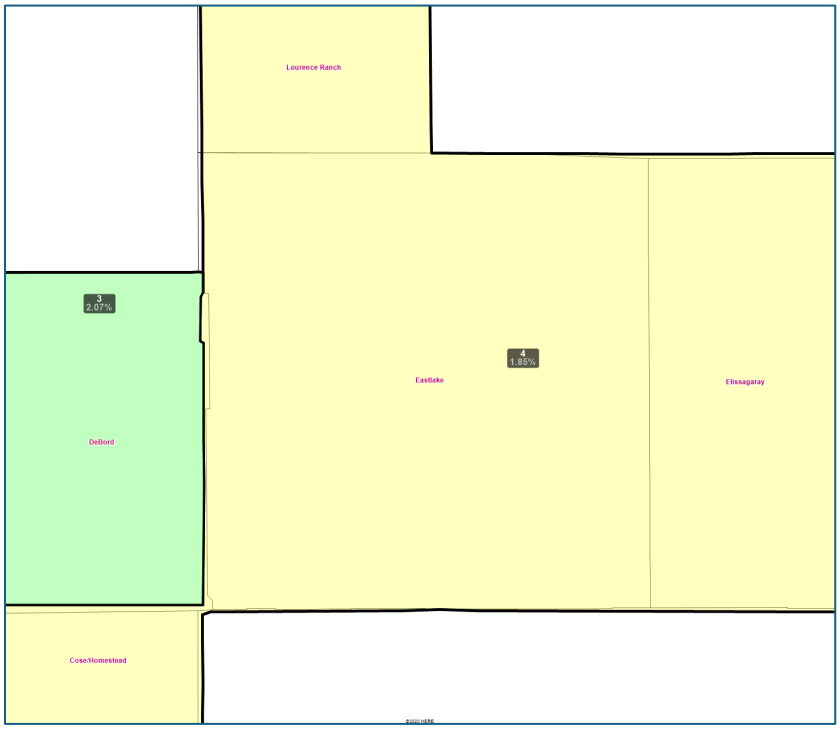
To the maximum extent practicable, election districts shall be geographically contiguous. Areas that meet only at the points of adjoining corners are not contiguous. Areas that are separated by water and not connected by a bridge, tunnel, or regular ferry service are not contiguous.

All districts are whole and do not overlap with each other.

The area around the Tracy Policy Department Firearm Training Facility is not contiguous with the rest of the city boundaries. This unpopulated census block was assigned to the geographically closest district (4).

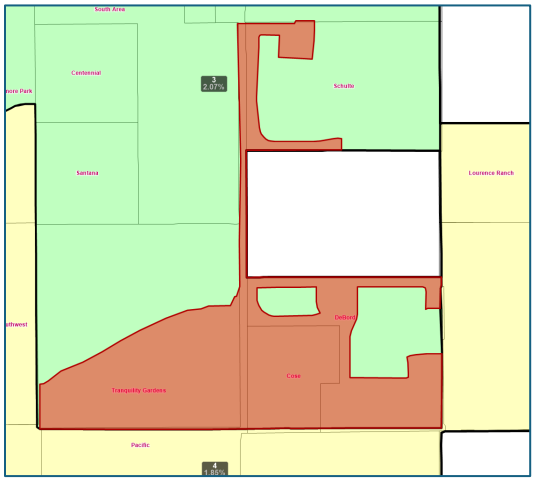
CITY OF TRACY
TRANSITION FROM AT-LARGE TO BY DSITRICT ELECTIONS
FINAL REPORT ON ADOPTED MAP

The communities of Eastlake, Ellisagaray, and Lourence Ranch are connected to District 4 along Valpico Road. This connection reflects City boundaries and while relatively narrow does not constitute a point of adjoining corners.



CITY OF TRACY
TRANSITION FROM AT-LARGE TO BY DSITRICT ELECTIONS
FINAL REPORT ON ADOPTED MAP

Council flexibility in this area was limited by census geography and specifically block 060770052201002.



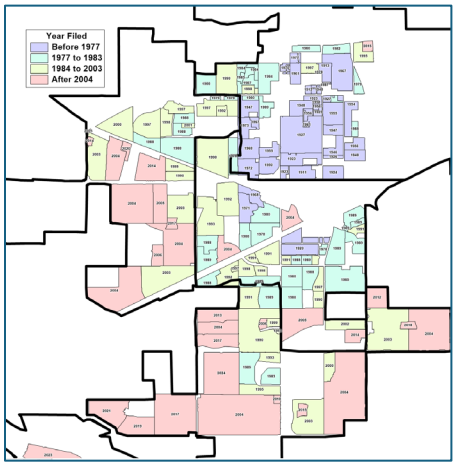
COMMUNITIES OF INTEREST

To the maximum extent practicable, and where it does not conflict with the preceding criterion in this subdivision, the geographic integrity of any local neighborhood or local community of interest shall be respected in a manner that minimizes its division.

During public hearings two key overlapping and sometimes incongruent communities of interest were identified:

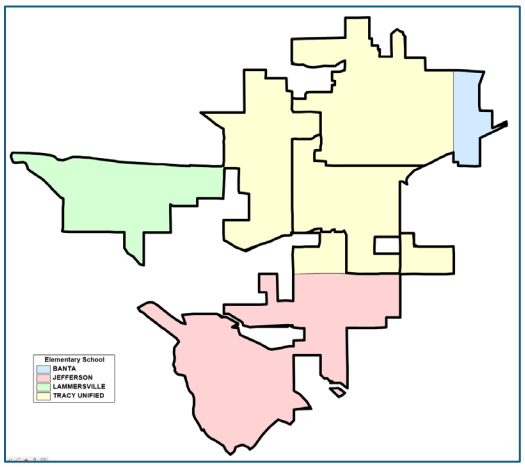
- Age of housing stock: Particularly in maintaining older communities in one district.
- School enrollment zones: Both distinctions between the Tracy Unified and Jefferson School Districts, and enrollment zones within the Tracy Unified School District.

To the extent practicable, the adopted plan kept neighborhoods developed at the same time in the same district, particularly those developed prior to the late 70's (District 1).

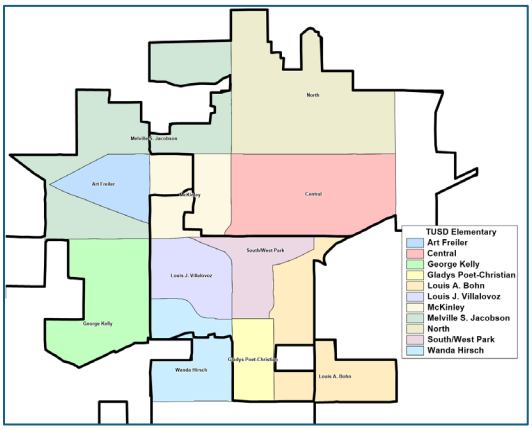


CITY OF TRACY
TRANSITION FROM AT-LARGE TO BY DSITRICT ELECTIONS
FINAL REPORT ON ADOPTED MAP

The adopted boundaries kept the portions of the Banta, Jefferson and Lammersville School Districts within the City boundaries in a single district. Tracy Unified School District was too large to be drawn into a single district.

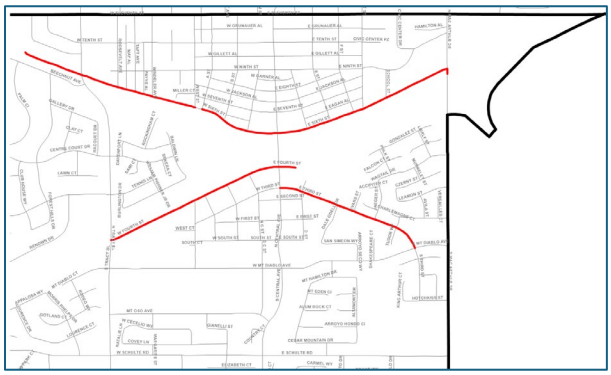


Four Tracy Unified School District enrollment zones were divided: Melville Jaobson, McKinley, Wanda Hircsh and Louis Bohn. These divisions were made to accommodate higher ranking criteria or to kept whole other communities of interest, and specifically to keep communities built at the same time in the same district.



The adopted plan also had the advantage of keeping the Downtown (“Bowtie”) community of interest whole in District 3.

CITY OF TRACY
TRANSITION FROM AT-LARGE TO BY DSITRICT ELECTIONS
FINAL REPORT ON ADOPTED MAP

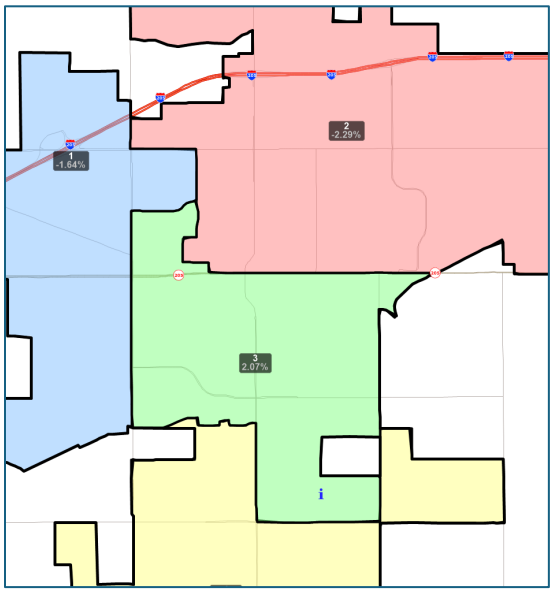


Beyond those previously discussed, various other communities of interest were identified during the public hearing process, particularly tied to subdivision boundaries (i.e. Edgewood, Ellis, Tracy Hills). All were kept in a single district under the adopted plan.

TOPOGRAPHY

To the maximum extent practicable, and where it does not conflict with the preceding criteria in this subdivision, election districts shall be bounded by natural and artificial barriers, by streets, or by the boundaries of the local jurisdiction. Election district boundaries should be easily identifiable and understandable by residents.

Except as necessary to comply with higher ranked criteria, particular attention was paid to using major streets that were easily identifiable and understandable by residents, including those specifically mentioned during the public hearing process, including Corral Hollow Road, Grant Line Road, Eleventh Street, Tracy Boulevard and Valpico Road.

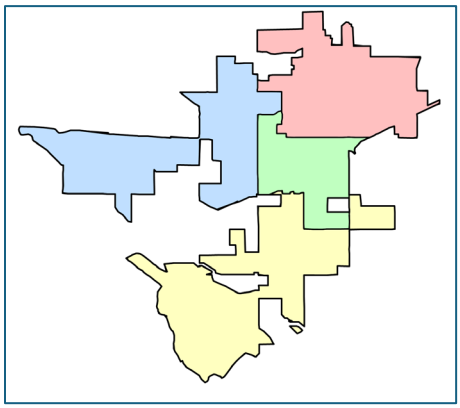


CITY OF TRACY
TRANSITION FROM AT-LARGE TO BY DSITRICT ELECTIONS
FINAL REPORT ON ADOPTED MAP

COMPACTNESS

To the maximum extent practicable, and where it does not conflict with the preceding criteria in this subdivision, election districts shall be drawn to encourage geographical compactness in a manner that nearby areas of population are not bypassed in favor of more distant populations.

Except as necessary to comply with higher ranked criteria, the district boundaries avoid bypassing nearby areas in favor of more distant populations. The districts are relatively square in appearance, particularly given the external boundaries of the City, and represent distinct and easily identifiable portions of the City, with District 1 in the east, District 2 in the north, District 3 in the center, and District 4 in the south.



February 17, 2026

Agenda Item 4.A

RECOMMENDATION

Staff recommends that the City Council receive an informational update regarding the construction progress and proposed programming for the Tracy Recreation Activity Center (TRAC) and El Pescadero Park.

EXECUTIVE SUMMARY

Construction continues at the Tracy Recreation Activity Center (TRAC) at El Pescadero Park. This complex and unique project has required careful coordination of specialized building systems. While this has presented some challenges, the facility is taking shape, and several major milestones have been completed.

Due to the complexity of the project and disagreements regarding construction workmanship that delayed the ordering of critical materials, the anticipated completion date has shifted from Summer 2026 to Spring 2027. The project team is working with the general contractor to develop a recovery schedule to reduce delays where possible. Staff will continue to closely monitor progress and provide regular updates to the Council and community.

At the same time, staff are planning how the facility will operate once it opens. The TRAC will support a combination of scheduled programming, drop-in use, and facility rentals. Programming will be introduced in phases and adjusted over time based on community demand, staffing, and operational capacity. Existing programs will move into the facility, and new offerings will be added after opening.

BACKGROUND AND LEGISLATIVE HISTORY

This report provides an update on the construction progress and an overview of the anticipated programming for the Tracy Recreation Activity Center (TRAC), formerly referred to as the Multi-Generational Recreation Center (MGRC), a new multi-use recreation facility designed to serve residents of all ages. The TRAC is intended to support community recreation, wellness, and social connection through a broad range of indoor and outdoor amenities.

The Parks, Recreation & Community Services Department has been planning for both the development and operation of the facility. The TRAC is intended to expand access to indoor recreation, enrichment programs, fitness opportunities, and community gathering spaces.

The facility is designed to serve youth, teens, adults, and older adults through a broad range of recreational, educational, and wellness-focused offerings. Key amenities

include a three-court gymnasium, multi-purpose rooms (2), a teen lounge, a maker's space, fitness areas, an elevated indoor walking track, a bouldering wall, and an outdoor courtyard. As planning has progressed, staff have refined operational concepts and programming approaches to maximize flexibility, inclusivity, and community benefit while supporting efficient daily operations.

Project History and Community Engagement

In 2018, the City Council approved the TRAC as a major Measure V-funded amenity intended to serve a broad spectrum of Tracy residents, including families, teens, older adults, and commuters. In August 2021, the City Council established programming priorities to guide the facility's design and use, which included:

1. Gymnasium
2. Outdoor Recreation Facilities
3. Multi-Purpose Room
4. Library and Education Spaces
5. Lounge/Lobby
6. Teaching Kitchen

In February 2022, the City hired LPA Design, Inc. ("LPA") to lead the planning and design of the project. Since that time, the staff, the design team, project steering committees, and community stakeholders have collaborated through multiple community workshops and technical meetings. Along with input from the Parks and Community Services Commission, this allowed the City and LPA to refine the facility's design, programming approach, and operational framework.

In October 2022, the City Council confirmed El Pescadero Park as the project site and provided direction to proceed with a comprehensive reimagining of the park and recreation facility (Resolution 2022-015). The City Council provided specific directions on concept, design, and cost options for the project. This direction was to proceed with a building program that included the City Council Program Priorities listed above, including a three-court gymnasium, elevated running track, and a bouldering wall.

The project also includes relocating the Parks, Recreation & Community Services Department offices into the facility and adding a Police office to create a strong City presence at the park. This approach supports long-term park revitalization and aligns with the Citywide Public Facilities Master Plan, which identified a need for additional staff workspace. Funding for the new office spaces includes Public Facilities Impact Fees and Public Safety Facilities Impact Fees. These fees are paid by new developments to help fund the public buildings, infrastructure, and safety facilities needed to serve Tracy's growing community. Using impact fees helps ensure that growth contributes to the cost of expanding City facilities and public safety services.

Additionally, the Council wanted to proceed with the complete reimagining of El Pescadero Park, which included a new dog park, a new skate park, new nature trails

with fitness, a north-south pedestrian/bike path, a lighted basketball court, public art, a new parking lot with improved vehicular circulation, and landscaping. The park improvements align with various goals and initiatives in the Parks, Recreation & Trails Master Plan, including a focus on improving existing parks, creating safe, equitable, and inclusive parks, and the communities strong desire for recreational trails.

Subsequent Council actions approved the project's funding plan, environmental documentation, and construction contract, allowing the project to advance into construction. The City Council awarded a construction contract to Roebbelen Contracting, Inc. of El Dorado Hills, California, on May 21, 2024, via Resolution 2024-070, and construction began on July 8th, 2024.

On October 7, 2025, the City Council approved the naming of the facility the "Tracy Recreation Activity Center (TRAC)" pursuant to Council Resolution 2025-257. TRAC is a clear, memorable, and brandable name that communicates the facility's purpose while aligning with Tracy's community values and long-range parks and recreation vision. The TRAC also highlights a signature amenity, its indoor running track, while subtly honoring Tracy's railroad history through the connection to "track." Simple and conversational, the name supports everyday community use and reflects the Parks, Recreation and Trails Master Plan's emphasis on inclusive, multigenerational participation and equitable access. The name aligns with the City's TRACER transit system, and supports a unified community identity centered on movement, connectivity, and community well-being.

ANALYSIS

Construction Status

Construction of the TRAC and associated improvements at El Pescadero Park has been actively underway since July 2024. To date, the following major construction milestones have been achieved:

Building (TRAC)

- Completion of slab-on-grade concrete
- Completion of primary structural steel superstructure
- Completion of building masonry
- Second-floor concrete placement substantially complete
- Roof decking installation is substantially complete
- Interior wall framing underway
- Mechanical, electrical, and plumbing systems installation underway

Park and Site Improvements (El Pescadero Park)

- Completion of underground utility installation
- Completion of on-site stormwater retention facilities
- Skate park construction complete
- Pavilion structural steel and concrete complete

- Dog park construction substantially complete
- Outdoor basketball court construction underway
- Site concrete flatwork underway
- Kavanagh Avenue sidewalk and roadway improvements complete
- New internal drive construction underway
- Soil preparation and amendments underway

When construction commenced, the project was anticipated to be completed in Summer 2026. As construction has progressed and coordination of critical path activities has continued, the project's anticipated completion timeframe has been adjusted. Because of the complexity and the importance of the TRAC, the construction manager and staff have had a consistent presence on the site to oversee the project, and as is common in any construction project, disagreements have arisen between the construction manager and the general contractor on workmanship and critical materials. More specifically, much of the progress was delayed due to disagreements over workmanship by the general contractor, which led to setbacks in ordering critical materials. This caused the anticipated construction completion timeframe to be from Summer 2026 to Spring 2027. The project team is working closely with the general contractor on a recovery schedule, which includes strategies to mitigate the time impacts. Staff will continue to monitor progress and provide regular updates.

As with any large, complex public works project, the anticipated completion timeframe remains subject to change based on construction conditions, sequencing, and coordination requirements.

Staff will continue to monitor construction progress closely and will provide the City Council and the community with regular updates as the project advances toward completion and operational readiness. For additional project information, including construction progress updates, project history, and opportunities to subscribe for ongoing notifications, community members may visit **www.cityoftracyreccenter.com**. The website will continue to be updated as the project advances.

Operational Planning and Programming Framework

The TRAC is a flexible, multi-use facility designed to support year-round recreation, enrichment & fitness programs, drop-in use, and community events. Programming will be implemented in phases and adjusted over time based on community demand, staffing, and operational capacity.

Key facility spaces will provide opportunities for community members of all ages. The gymnasium will support sports leagues, clinics, open gyms, camps, and tournaments. Multi-purpose rooms will accommodate youth & adult enrichment, fitness, and educational programs. The teen lounge will foster social engagement, leadership development, and inclusive programming. Specialized areas, including the maker

space, kitchen, bouldering wall, indoor track, and fitness areas, will expand access to STEAM learning, culinary and wellness activities, active recreation, and lifelong fitness. The outdoor courtyard enhances indoor-outdoor program connections and serves as a venue for community events and seasonal activities. Many existing programs and contracted specialty classes will transition to the TRAC, along with the introduction of punch card and drop-in options. Consistent with other City facilities, including the Lolly Hansen Senior Center and Joe Wilson Pool, these options will provide flexible access to facility amenities and select specialty programs. This model supports the growth and enhancement of both existing and new offerings, increasing opportunities for community engagement and participation at the TRAC.

In addition to scheduled programming, the TRAC will provide the community with opportunities to reserve various spaces within the facility, including, but not limited to, multi-purpose rooms, conference rooms, the kitchen, the gymnasium, the outdoor courtyard, and the pavilion in the park. Availability will be subject to the facility's operating hours and programming schedule. All reservations will align in accordance with the policies outlined in the City's Facility Reservation Handbook. Currently, the facility's planned hours are as follows, with extended hours available for programs and rentals:

- Monday-Friday 8 am – 8 pm
- Saturday 8 am – 5 pm
- Sunday 10 am – 5 pm

TRAC will operate using a punch card and drop-in access model, rather than a traditional membership structure, to provide flexible participation for residents with varying schedules and interests. This approach aligns with the facility's design and operational framework and will allow staff to manage scheduled programming, open use, and shared spaces. Punch cards and drop-in access will apply to select amenities and specialty offerings, alongside structured programs. This model is consistent with access methods currently used at other City facilities, including the Lolly Hansen Senior Center and Joe Wilson Pool. While specific fees have not yet been established, the model will build on existing City programs to support both transitioning programs and new offerings. All new proposed programs and rental fees will be brought forward to the City Council as part of the Citywide Master Fee Schedule this spring.

PUBLIC OUTREACH/INTEREST

Community input has been essential to the planning, design, and operational development of the TRAC. Prior needs assessments, stakeholder engagement, and community outreach efforts conducted by the Parks, Recreation & Community Services Department consistently identified the need for inclusive programming, welcoming gathering spaces, wellness opportunities, and access for all age groups. These priorities served as the foundation for the facility's layout, space design, programming framework, and service standards.

As it relates to construction activity and impacts, the City continues to coordinate closely with key stakeholders such as Tracy Interfaith Ministries, North School, South San Joaquin Fire Authority, and the surrounding neighborhood.

FISCAL IMPACT

The Tracy Recreation Activity Center (TRAC) is funded through the City's adopted Capital Improvement Program. While the construction schedule has shifted as the project has progressed, these adjustments are occurring within the scope of the approved capital improvement project.

The construction contract includes contingencies intended to address unforeseen conditions and schedule impacts typical of a complex, multi-use public facility. Any use of contingency funds will be managed in accordance with the contract and applicable City policies.

At this time, no additional funding is being requested. Should future conditions require additional funding beyond the approved project budget, staff will return to the City Council for consideration and direction. Staff will also return to the City Council with any additional contract extensions when they are ready for approval.

CEQA DETERMINATION

This item is exempt from the California Environmental Quality Act based on CEQA Guidelines Section 15061(b)(3), the commonsense exemption, which states that a project is not subject to CEQA "where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment".

STRATEGIC PLAN

This agenda item supports the following City Council adopted strategic priorities:

1) In the area of Local Economy, by supporting economic programs that prioritize Tracy youth.
2) In the area of Infrastructure, by supporting the enhancement of the City's parks and public spaces through the construction of the TRAC and the complete renovation of El Pescadero Park.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council receive an informational update regarding the construction progress and proposed programming for the Tracy Recreation Activity Center (TRAC) and El Pescadero Park.

Prepared by: Jolene Jauregui-Correll, Recreation Services Manager
Richard Joaquin, Assistant Director Parks, Recreation & Community Services Supervisor

Reviewed by: Brian MacDonald, Director of Parks, Recreation, & Community Services
Sara Castro, Finance Director
L. David Nefouse, City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

Tracy Recreation Activity Center (TRAC)

Informational Update on Construction Progress & Proposed Programming

February 17, 2026

Overview

- TRAC Construction Update
- Proposed Programming Overview
- Q+A

Construction Status and Look Ahead Schedule

- Construction Start Date: July 2024
- Original Anticipated Construction Completion: Summer 2026
- Updated Anticipated Project Completion: Spring 2027
- Primary reason for time extension: Delayed due to disagreements over workmanship by the general contractor, which led to setbacks in ordering critical materials
- Project team working closely with the general contractor on Recovery Schedule

TRACY
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El Pescadero Park Master Plan

TRACY

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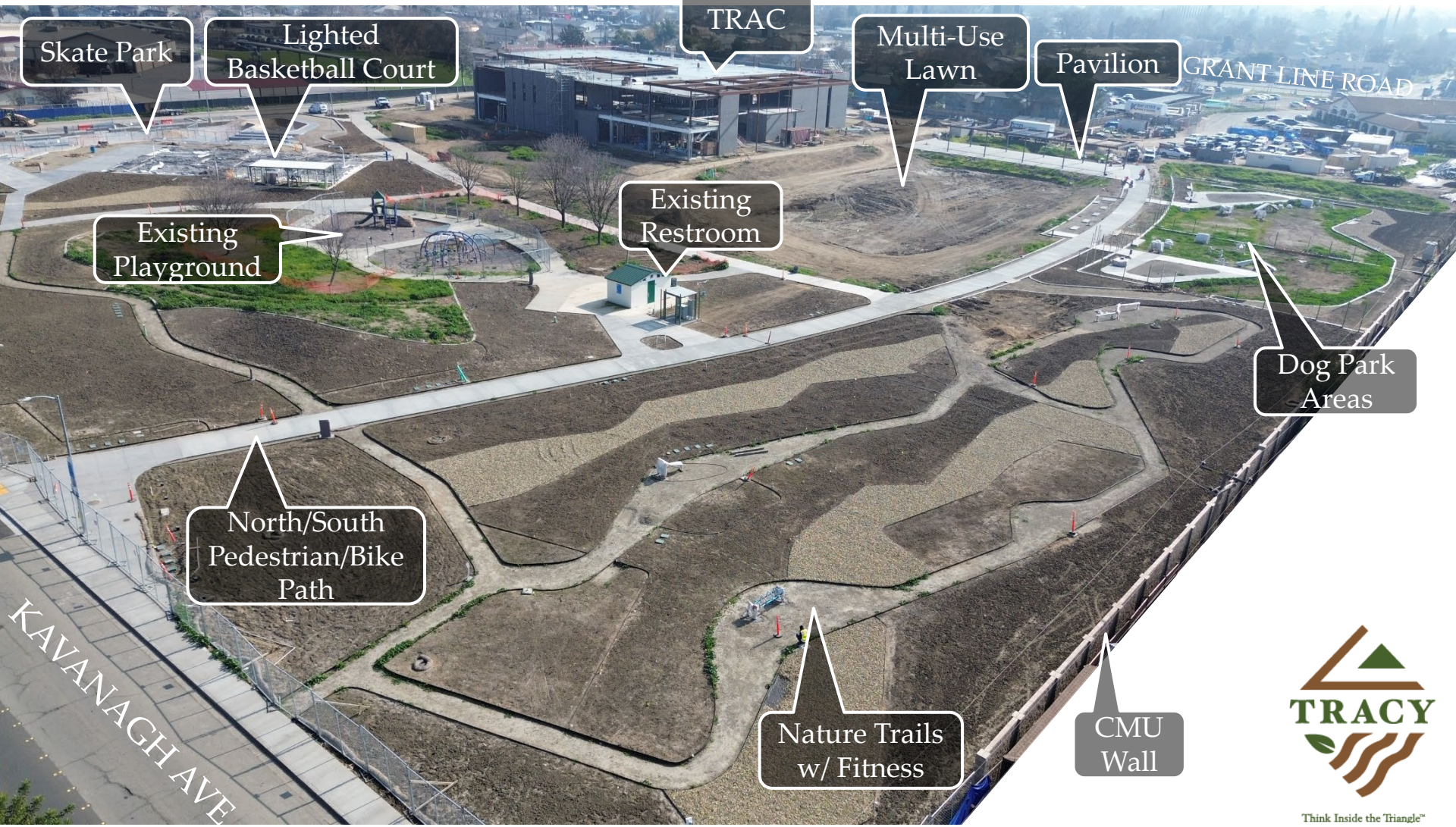
Tracy Recreation Activity Center (TRAC) & El Pescadero Park



TRACY

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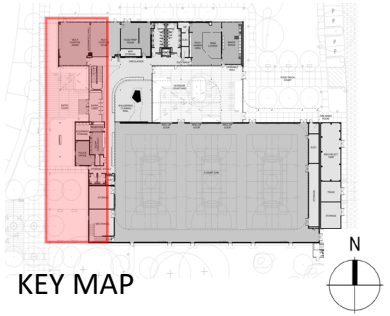
Construction Update
Completed/Ongoing to Date

- Exterior Elevation: West

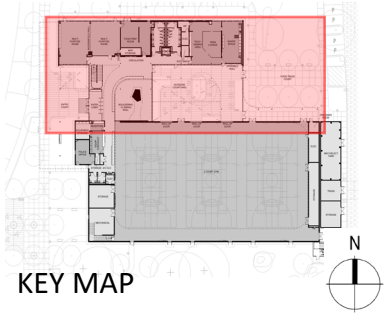
- **Masonry Walls Complete**
- **Structural Steel Complete**



Construction Update Completed/Ongoing to Date

- Exterior Elevation: North

- **Structural steel painting started**
- **Roof access continues**
- **Wall framing ongoing**

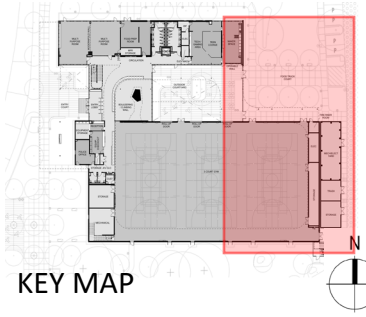


KEY MAP

Construction Update
Completed/Ongoing to Date

- Exterior Elevation: East

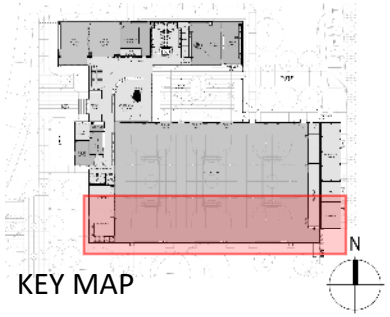
- **Exterior stair tower installation ongoing**
- **2nd floor track steel installed**
- **Exterior storage and outdoor electrical room construction ongoing**
- **Outdoor emergency generator installed**
- **Concrete islands and parking lot ongoing**



Construction Update Completed/Ongoing to Date

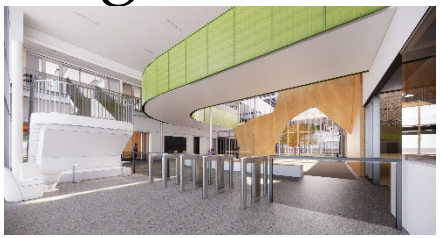
- Exterior Elevation: South

- **Structural steel for solar chimneys ongoing**
- **Asphalt pavement driveway installed**
- **Concrete islands and parking lot ongoing**
- **Underground utilities complete**

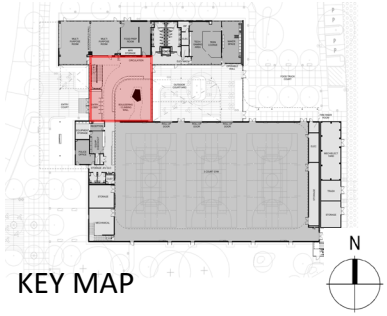


Construction Update
Completed/Ongoing to Date

- Lobby / Bouldering & Climbing Area



- **Running track steel complete**
- **Interior framing ongoing**
- **Mechanical, Electrical and Plumbing ongoing**
- **Elevator shaft installed and drywalled**
- **Concrete benches poured out**
- **Fireproofing of structural steel ongoing**

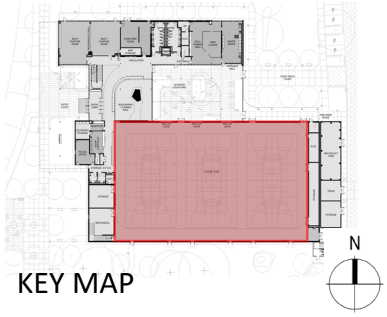


KEY MAP

Construction Update Completed/Ongoing to Date

- Gymnasium

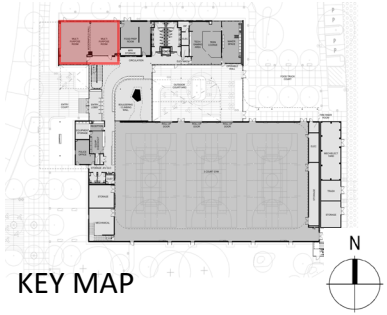
- **Steel joists installed**
- **Roof pan decking complete**
- **Running track steel with pan decking complete**
- **Underground plumbing utilities complete**
- **West interior stair complete**



Construction Update Completed/Ongoing to Date

- Multi-Purpose Rooms (2)

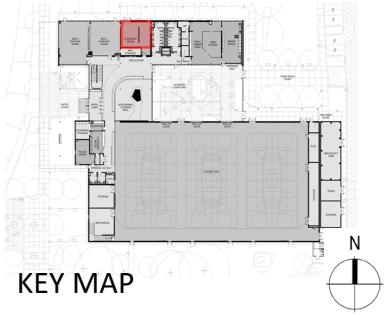
- **Bi-folding divider door overheard steel complete**
- **Interior framing ongoing**
- **Overhead fire suppression ongoing**
- **Mechanical, Electrical and Plumbing ongoing**



Construction Update Completed/Ongoing to Date

- Kitchen

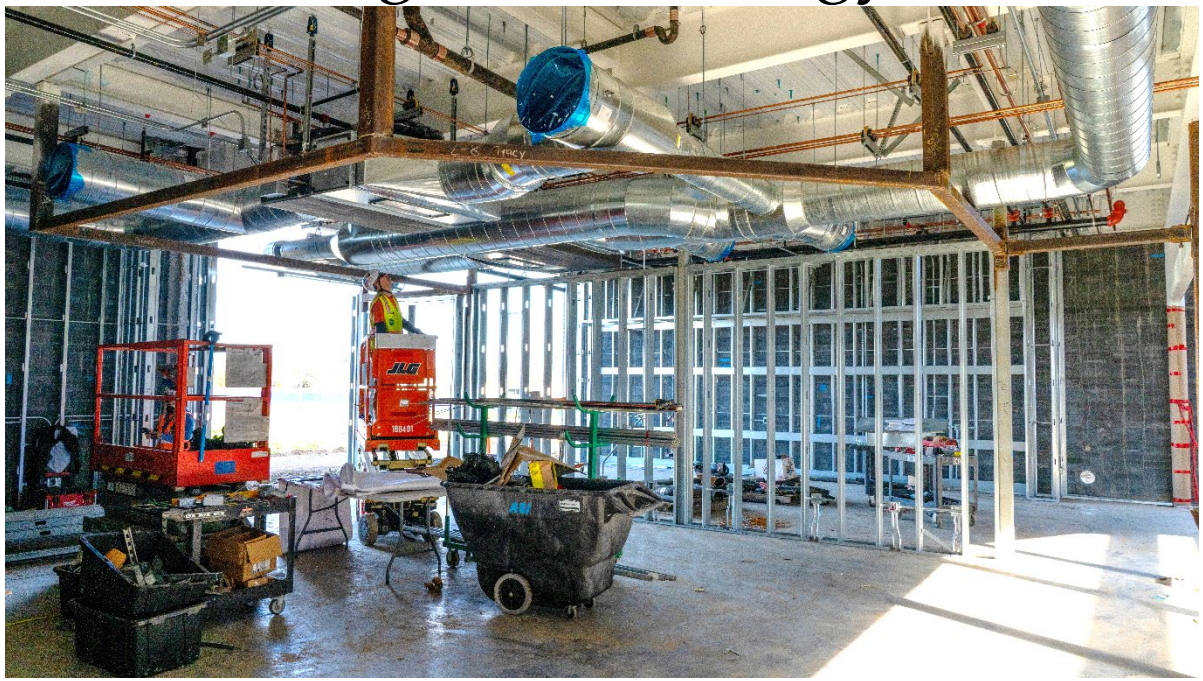
- **Interior framing ongoing**
- **Overhead fire suppression ongoing**
- **Mechanical, Electrical and Plumbing ongoing**



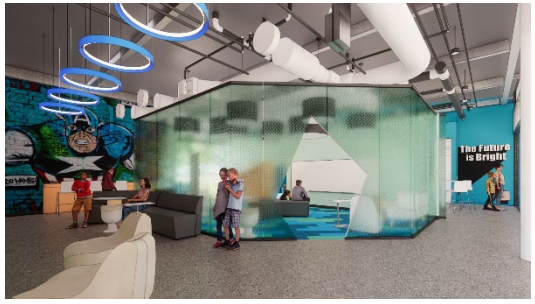
KEY MAP

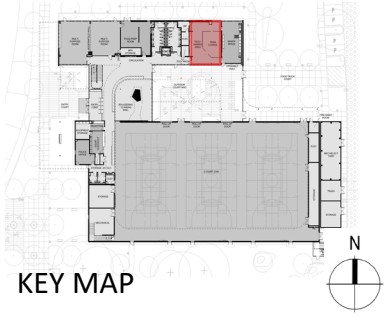
Construction Update
Completed/Ongoing to Date

- Teen Lounge / Technology & Gaming Area



- **Interior framing ongoing**
- **Overhead fire suppression ongoing**
- **Mechanical, Electrical and Plumbing ongoing**



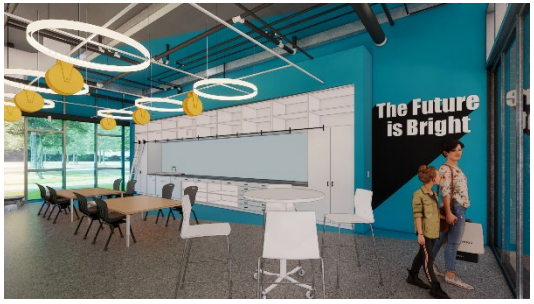


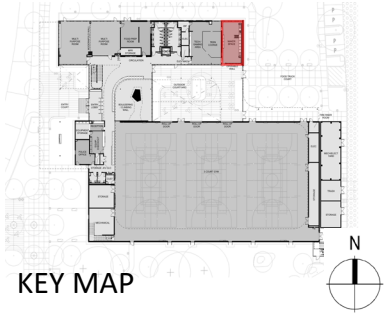
KEY MAP

Construction Update Completed/Ongoing to Date

- Makers Space

- **Interior framing ongoing**
- **Overhead fire suppression ongoing**
- **Mechanical, Electrical and Plumbing ongoing**



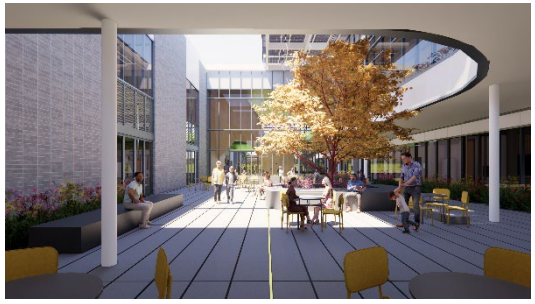


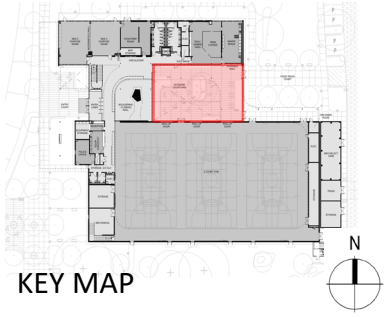
KEY MAP

Construction Update Completed/Ongoing to Date

- Outdoor Courtyard

- **Structural steel including solar panel structure complete**
- **Running track decking complete**
- **Preparation for steel painting and fireproofing ongoing**

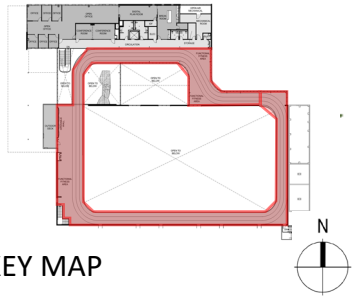




Construction Update
Completed/Ongoing to Date

- Indoor Walking Track / Functional Fitness Areas

- **Running track steel complete**
- **70% of running track concrete floor is poured**
- **Cutting of skylights in roof ongoing**
- **Running track guard rail layout ongoing**

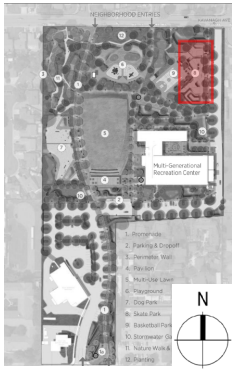


KEY MAP

Construction Update Completed/Ongoing to Date

- Skate Park & Lighted Basketball Court

- **Skate park and obstacles complete**
- **Asphalt driveway and parking installed**
- **Concrete islands complete**
- **North bioretention area 80% complete**
- **Majority of sidewalks in area complete**
- **Basketball court concrete and lighting foundations complete**
- **Preparing large tree wells**

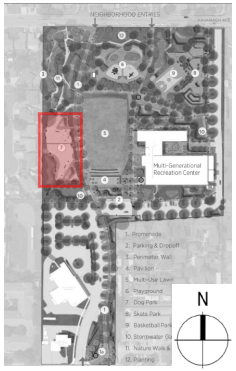


KEY MAP

Construction Update Completed/Ongoing to Date

- Dog Park

- **Dog park concrete complete**
- **Large and small dog park obstacles complete**
- **Dog park fencing underway with post installation nearing completion**
- **Irrigation ongoing**
- **New CMU wall at property line complete**

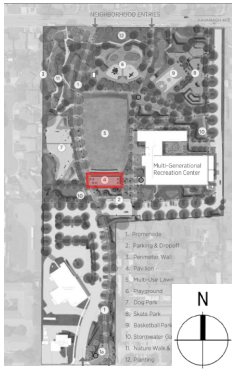


KEY MAP

Construction Update
Completed/Ongoing to Date

- Pavilion

- **Pavilion steel structure complete**
- **Top cast concrete complete**
- **Unique sawcut paving design complete**

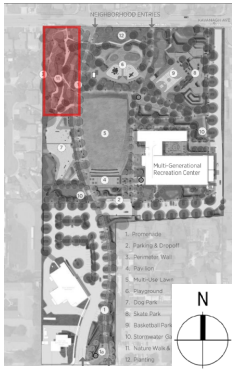


KEY MAP

Construction Update Completed/Ongoing to Date

- Nature Trails

- **Pathways alignments established**
- **Rock top dressing areas complete**
- **Irrigation installation ongoing**
- **Soil amendments installed and leaching ongoing**
- **Kavanagh Ave. sidewalk and roadwork complete**



KEY MAP

Ongoing Stakeholder Coordination

- Tracy Interfaith Ministries
- North School
- South San Joaquin County Fire Authority
- Neighborhood Residents

Tracy Recreation Activity Center (TRAC) Program Overview

Jolene Jauregui-Correll, Recreation Services Manager

Key Facility Components

- Three-court Gymnasium
- Two Multi-Purpose Rooms
- Teen Lounge
- Maker Space
- Bouldering Wall
- Kitchen
- Indoor Running Track
- Functional Fitness Space
- Two Conference Rooms
- Outdoor Courtyard & Deck
- Administrative Office
- Police Office

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Three-Court Gymnasium

- Open gym
- Court dividers for multiple programs
- Equipment check out (balls, paddles, etc.)
- Intergenerational opportunities
- Camps, practices, games, clinics, & tournaments
- Sports leagues, including (not limited to):
  - Basketball
  - Volleyball
  - Pickleball
  - Ping-Pong

Indoor Walking Track & Functional Fitness Area

- Safe, accessible indoor walking track with integrated functional fitness areas
- Opportunities for light strength, balance, & mobility activities
- Low-impact fitness options supporting active, lifelong wellness

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Multi-Purpose Rooms

- Instructional fitness & wellness classes
- Health-focused workshops & activities
- Recreation, enrichment & adaptive programs

Bouldering Wall

- Introductory climbing instruction
- Skill-based & progressive climbing opportunities
- Equipment available onsite

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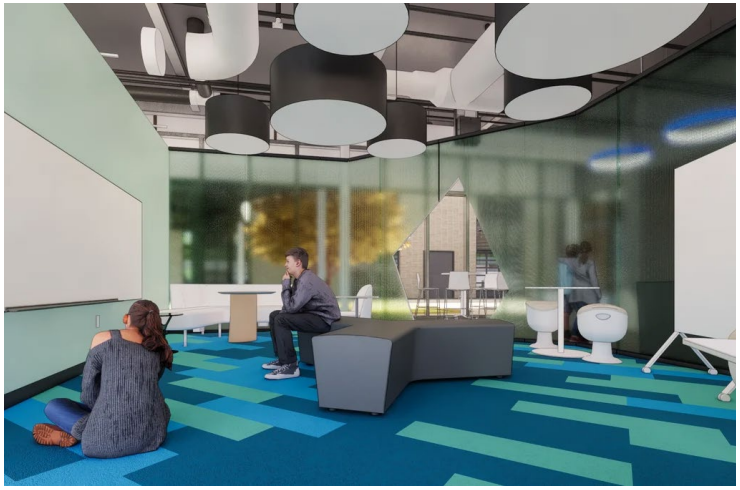
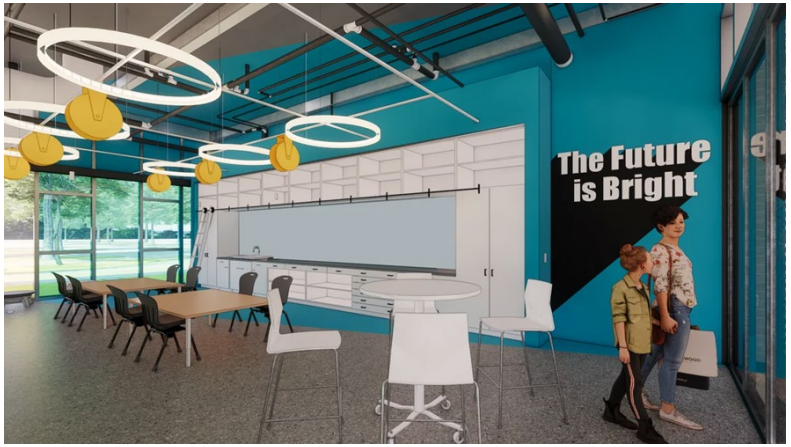
Teen Lounge & Maker Space

- Safe & supervised environment
- Recreational activities
- Teen-focused programs:
  - Homework support, clubs, & special events



Teen Lounge

- Hands-on technology & creation-based activities
- Introductory STEAM (Science, Technology, Engineering, Arts, Mathematics)
- Digital learning opportunities (e.g., 3D printer)



Maker Space

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Outdoor Courtyard & Deck

- Gathering space for community use
- Program overflow & flexible activity space
- Community events & seasonal programming
- Small group classes & wellness activities

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Operations

Initial planned hours:

- Monday-Friday, 8:00 AM to 8:00 PM
- Saturday, 8:00 AM to 5:00 PM
- Sunday, 10:00 AM to 5:00 PM
- Extended hours available for programs and rentals

Facility access

- Punch pass & drop-in
- Flexibility for varying schedules & interests
- Applies to select amenities & specialty offerings
- Consistent with other City facilities

TRACY

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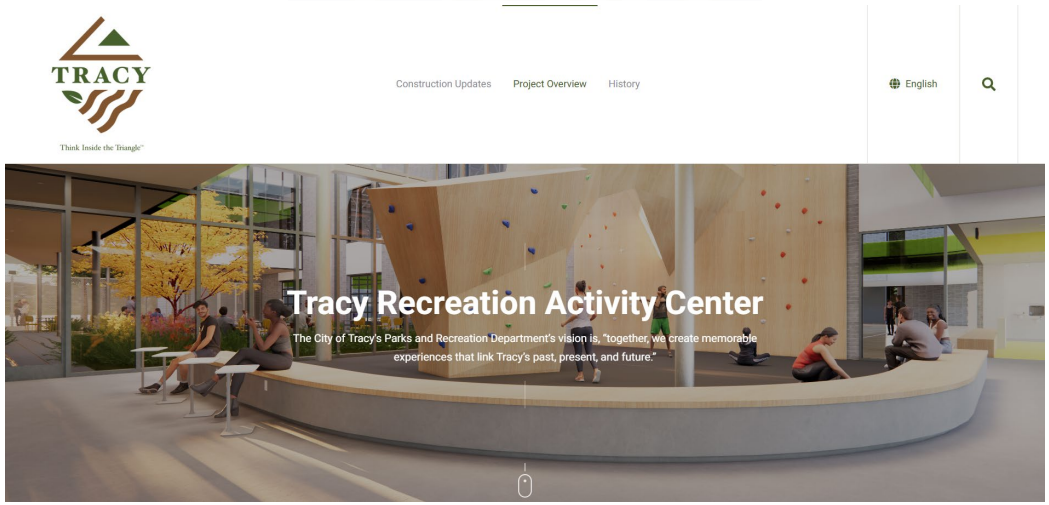
Stay Connected

- For ongoing updates: www.cityoftracyreccenter.com

Scan QR code for website



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DISCUSSION

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February 17, 2026

Agenda Item 4.B

RECOMMENDATION

Staff recommends that the City Council receive a presentation on draft water utility financial planning scenarios, discuss and:

1. **Provide staff the financial plan scenario to use in development of the proposed water rate plan to include:**
   a. **Direction regarding reserve targets; and**
   b. **Direction regarding use of General Fund loan; and**
2. **Request that staff (i) return with a draft water rate plan, (ii) request that City Council set a public hearing date, and (iii) proceed with the rate setting process.**

EXECUTIVE SUMMARY

The City of Tracy Utilities Division of the Public Works Department is responsible for the operations and maintenance of the City's public water supply and infrastructure. The City operates its Water utility as a self-supporting enterprise under the Water Fund (funds 511 and 513), which encompasses all fund revenues, operation and maintenance expenses, water supply costs, debt service requirements, capital improvement program, and other expenditures.

As an enterprise fund, the Water Utility operates independently of the General Fund and must remain financially self-sustaining. Water rates must generate sufficient revenue to cover the full cost of providing safe, reliable drinking water, including regulatory compliance, infrastructure repair and replacement, capital investment, and prudent reserve levels.

The City contracted with Black and Veatch to provide a five-year financial plan, a cost-of-service analysis, GAP staffing analysis, and design of new rates necessary to continue financial solvency and operational sustainability. Black and Veatch in coordination with City staff have developed three (3) financial planning scenarios reflecting varying service levels, capital reinvestment, and reserve targets.

This item requests that the City Council review and discuss the three proposed financial planning scenarios, choose the option that best reflects City Council's policy direction regarding infrastructure risk tolerance, degree of reserve adequacy, long-term financial sustainability of the Water Enterprise Fund, and provide direction for the development of a rate study consistent with the selected scenario.

Staff will return to City Council to recommend the adoption of a Resolution of Intention to mail a Proposition 218 notice that is compliant with AB 2257 and hold a public hearing to consider adopting updated water rates for fiscal years 2027 through 2031 based on the rate study provided.

BACKGROUND

The City of Tracy is a full-service city that provides water, wastewater, stormwater, and solid waste services to its community through the Public Works Department. The water utility is established as a self-supporting enterprise fund that functions independently of the City's General Fund. The water utility has two primary sources of revenue:

- development fees (paid by an applicant (developer) during the building permitting process), and
- service charges (monthly bills paid by its current customers). These fees are what the water utility primarily relies on as its revenue to ensure the sustainability of its existing public water supply system and the costs associated with administration, operation, legal, future supply and storage planning, public health and safety compliance, maintenance (preventative and reactionary), and much more.

Because the water enterprise fund operates separately from the General Fund, it is vital that the City develop, analyze, and periodically update its financial plan to ensure financial solvency and operational sustainability. Approximately every five years, the City should re-evaluate its water finances and costs of providing service, which are then summarized in a "water rate study." A new rate study is necessary to reconcile historical data, incorporate current industry standards, and provide updated financial projections.

Key elements of a proposed rate study should include:

1. Development of a five (5) year financial projection to determine future annual funding needs of the City's water utilities under a range of capital funding scenarios.
2. Evaluate rate increases necessary to support projected operating, maintenance, debt service, staffing needs, and capital funding needs under each scenario.
3. Review current water rates to identify shortcomings, achieve City objectives, and improve public water system reliability and sustainability.
4. Develop water rates designed to reflect the utility's projected costs of service and support long-term financial stability, while incorporating mandatory legal provisions such as Proposition 218 and AB2257 procedural requirements.

On October 7, 2025, during a special meeting workshop, City staff and the Consultant, Black and Veatch, provided a presentation about the rate study process to the City Council and the public. This presentation included information on the functions of a rate study, implications of the Proposition 218 process, and the financial components of the water enterprise fund, debt service, and capital funding. Public comment and City Council direction were taken and incorporated into this item.

LEGISLATIVE

Following established protocols, on August 23, 2023, in accordance with Tracy Municipal Code Section 2.20.140, Utilities Division staff conducted a Request for Proposal for professional services to provide a Water Rate and Revenue Study. On September 27, 2023, the City selected the proposer, Black and Veach, based upon their proposal and

professional qualifications. On March 5, 2024, City Council approved the award of the contract to Black and Veach to provide the requested services.

Preparation of a rate study requires years of background information and data collection from the City. Gathering all necessary information (e.g., historical financials, operating/capital costs, customer usage data, meter counts, projections for 5–10+ years) is a core part of the study and contributes significantly to the timeline. Depending on the size and complexity of the utility and staff allocation for coordination, a rate study will require months of preparation, especially if records are incomplete or require coordination across departments. Staff coordinated data collection across multiple departments and divisions in order to provide the most transparent and accurate accounting of the true cost of service for the Water Utility.

Proposition 218 and California Assembly Bill 2257. In proposing to set new water rates, the City will follow both Proposition 218 and California Assembly Bill 2257 procedural requirements. There are substantive requirements for both of these processes that include written and electronic notification to property owners and/or rate payers providing for time to submit written protests or objections. The City will address all valid, written objections received during the mandated review period.

Coziahr v. Otay Water District & Patz v. City of San Diego. Several recent court cases have called the legality of tiered and seasonal rates into question. This case law has been reviewed by legal counsel who have advised that it be incorporated in the proposed financial plan scenarios. The three scenarios have been prepared using a uniform usage rate across all customer classes.

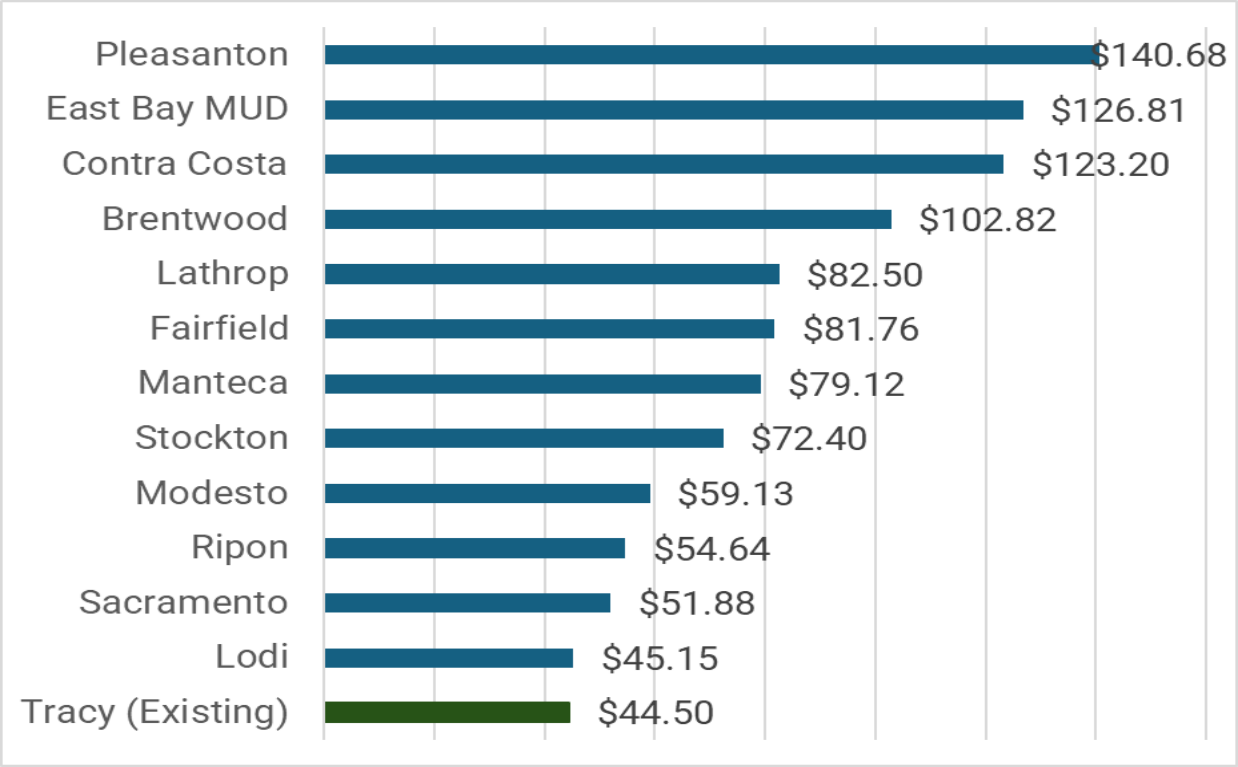
CURRENT CONDITIONS

The City's current water rates, implemented in 2018 and 2020 were based on a rate study conducted and adopted in 2017. Since that time, operating costs, regulatory requirements, staffing needs, and infrastructure demands have increased significantly. It is important to understand that when comparing cities, the cost to provide water is different for each City based on their water supply source(s) and how they treat and distribute water to their consumers.

Currently, the City is experiencing more than $68 million dollars in identified necessary CIP projects related to water which are in deferral due to lack of funding. The cost of materials, primarily made of metals such as copper and brass, have greatly increased in the last several years due to inflation and the recent tariff additions. Deliverables have longer lead times from purchase to delivery. This creates a longer period for completion of necessary repairs and customer interruptions.

As shown below, the City of Tracy under these adopted rates is currently the lowest cost provider of water services in the surrounding region.

Chart 1.1 Current Resident Comparison (Regional)



The City's water fund is under significant financial pressure. In the most recent fiscal year ending June 30, 2025, operating revenues for the water fund were $25.2 million and operating expenses were $27.5 million, resulting in the use of fund reserves to meet obligations, which is not sustainable. The City is legally required to maintain a minimum debt coverage ratio of 1.20; meaning that the fund's annual net revenues divided by its annual debt payment must be greater than or equal to 1.20. Without the use of reserves, the existing Water Fund revenues cannot meet this requirement. Continued structural imbalance may negatively impact financial flexibility and long-term credit strength.

FUTURE CONDITIONS

The following three prepared financial planning scenarios outline the required and recommended increases to keep the water system functioning at various levels of service and to provide funding for identified ongoing deferred CIP. Each scenario reflects a different Council policy choice regarding infrastructure reinvestment, reserve adequacy, and long-term financial risk tolerance; and include:

- a recommended median level increase of direct water related staff over the five-year cycle enabling the establishment of a much-needed asset management program with emphasis on GIS collection, a dedicated valve exercising and flushing program, meter testing program, additional supervisors, compliance program growth in Cross-Connection and water conservation, expansion of Water

Plant maintenance and hydrant & disturbance services, and limited mid-level administrative positions.

- debt service coverage – required coverage ratio of 1.20
- operating reserves; and
- General Fund loan for fund stabilization in the amount of $2 million. All three scenarios need fund stabilization to provide smoothing of the proposed rates. A loan from the General Fund in year one of the rate plan provides the ability for the water fund to meet the required debt coverage ratio and reduces the impact on rate payers.

Each scenario below uses an average (avg) consumption of 13 units and typical (Typ.) peak usage of 16 units (usually observed during hotter, drier months) in its residential models. *It is important to note that the required revenue increase is not a one-for-one percentage increase in rates; rates are calculated based on the cost of service for each meter size, for fixed costs, and on a single volumetric rate for water consumption.*

Scenario 1

This scenario reflects the highest near-term rate adjustment, but provides the strongest long-term financial and infrastructure stability. While this scenario results in the largest near-term bill increase, it reduces the likelihood of significantly larger corrective increases within the next five-year cycle. This scenario reduces long deferred CIP projects and minimizes emergency repairs, improves service reliability and provides rate stabilization and debt service coverage.

Scenario 1 includes funding for nearly $68.3 million dollars of CIP rate-payer projects both from the Water Master Plan and identified CIP Maintenance projects; increased preventive maintenance; new programs to assist with water regulation compliance; and adds an additional staffing level of 29 FTEs (closer to the median AWWA Benchmark). It would fund approximately $6.4 million dollars of O&M capital such as vehicles, heavy equipment, IT Hardware Upgrades, and new employee toolkits and uniforms. This option reflects a proactive “fix it before it fails” strategy.

Table 1.1 shows the 2026 existing residential rate and the change in residential utility monthly billing over the next 5 fiscal years in this scenario.

Table 1.1 Scenario 1 Single Family Residential Bill Impact (monthly)

Fiscal Year	Average Volume	Existing Rates FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Residential (avg)	13	38.50	62.07	83.84	110.63	118.33	124.31
Residential (Typ.)	16	44.50	71.04	95.96	126.62	135.43	142.28

Table 1.2 shows the change in rates over the five-year cycle as recommended for all meter sizes and classifications.

Table 1.2 Scenario 1 All Customer Classes and Fixed Charges

Description	Proposed Rates				
	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
	$/mo	$/mo	$/mo	$/mo	$/mo
Revenue Adjustment	35.00%	32.00%	7.00%	5.00%	3.00%
Monthly Service Charge					
Monthly Fixed Charge ($/Month)					
5/8"	23.20	31.32	41.34	44.23	46.44
3/4"	23.20	31.32	41.34	44.23	46.44
1"	31.76	42.88	56.60	60.56	63.59
1-1/2"	53.17	71.78	94.75	101.38	106.45
2"	78.86	106.47	140.54	150.38	157.90
3"	147.37	198.96	262.63	281.01	295.06
4"	224.45	303.01	399.97	427.97	449.37
6"	438.55	592.04	781.49	836.19	878.00
8"	695.46	938.88	1,239.32	1,326.07	1,392.37
10"	1,038.02	1,401.33	1,849.76	1,979.24	2,078.20
Monthly Commodity Charges ($/CCF)					
Volume Use Rate	2.99	4.04	5.33	5.70	5.99

Scenario 2

This scenario balances rate impact with infrastructure reinvestment. This scenario has a moderate impact to and for the community. While it would increase the customer's monthly bill over the five-year period, it would still fund approximately 80% of identified CIP and O&M needs, maintain minimum operating reserves and make measured progress towards capital reinvestment.

While this option provides improved reliability and maintains debt services coverage, it slows infrastructure renewal. Over time, continued deferral of critical infrastructure reinvestment increases risk of system failure, increased long-term replacement cost and gradually weakens reserve levels.

Scenario 2 includes funding approximately $66.8 million dollars of CIP rate-payer projects both from the Water Master Plan and identified CIP Maintenance projects; reduces Scenario 1 O&M capital by approximately 20% to $5.1M; increased preventive maintenance; new programs to assist with water regulation compliance; and adds an additional staffing level of 20 FTEs (slightly less than median AWWA Benchmark). Scenario 2 takes a middle-ground approach. It keeps rate increases more manageable now while still making steady improvements to the water system. In exchange, this scenario carries risk by deferring higher costs or needed repairs into the future.

Table 1.3 shows the 2026 existing residential rate and the change in residential utility monthly billing over the next 5 fiscal years in this scenario.

Table 1.3 Scenario 2 Single Family Residence Bill Impact

Fiscal Year	Average Volume	Existing Rates FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Residential (avg)	13	38.50	60.23	78.92	103.41	108.59	114.00
Residential (Typ.)	16	44.50	68.93	90.32	118.35	124.28	130.47

Table 1.4 shows the change in water rates over the five-year cycle as recommended for all meter sizes and classifications.

Table 1.4 Scenario 2 All Customer Classes and Fixed Charges

Description	Proposed Rates				
	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
	$/mo	$/mo	$/mo	$/mo	$/mo
Revenue Adjustment	31.00%	31.00%	5.00%	5.00%	3.00%
Monthly Service Charge					
Monthly Fixed Charge ($/Month)					
5/8"	22.53	29.52	38.67	40.60	42.63
3/4"	22.53	29.52	38.67	40.60	42.63
1"	30.85	40.41	52.94	55.59	58.37
1-1/2"	51.63	67.64	88.61	93.04	97.69
2"	76.57	100.31	131.41	137.98	144.88
3"	143.08	187.43	245.53	257.81	270.70
4"	217.90	285.45	373.94	392.64	412.27
6"	425.74	557.71	730.60	767.13	805.49
8"	675.14	884.43	1,158.60	1,216.53	1,277.36
10"	1,007.68	1,320.06	1,729.28	1,815.74	1,906.53
Monthly Commodity Charges ($/CCF)					
Volume Use Rate	2.90	3.80	4.98	5.23	5.49

Scenario 3

This scenario reflects the lowest rate increase but carries the highest long-term risk. This scenario has the least impact to and for the community. While it would increase the customer's monthly bill over the five-year period, it would only fund 65% of identified CIP and O&M capital needs, provide limited preventive maintenance, and limited reserve

growth, providing rate stabilization and debt service coverage, providing a slightly more proactive not reactive maintenance and operation program, and providing some long-term reliability of the public water system.

Scenario 3 includes funding approximately $65.5 million dollars of CIP rate-payer projects both from the Water Master Plan and identified CIP Maintenance projects); reduces Scenario 1 O&M by approximately 38% to $4M; provides a limited increase to preventive maintenance; no new programs to assist with mandated water regulation compliance; and adds an additional staffing level of 12 FTEs (less than half of the AWWA Benchmark recommendation). This option keeps the Water Utility moving forward in the near term but will continue to result in deferral of major infrastructure investments in the near future. It increases the probability of ongoing emergency infrastructure repairs at premium repair costs, regulatory compliance risk, pushing an even more substantial rate adjustment into the future, and potential credit rating devaluation.

Table 1.5 shows the 2026 existing residential rate and the change in residential utility monthly billing over the next 5 fiscal years in this scenario.

Table 1.5 Scenario 3 Single Family Residence Bill Impact

Fiscal Year	Average Volume	Existing Rates FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Residential (avg)	13	38.50	58.79	75.25	96.31	100.10	104.08
Residential (Typ.)	16	44.50	67.25	86.08	110.17	114.50	119.05

Table 1.6 shows the change in water rates over the five-year cycle as recommended for all meter sizes and classifications.

Table 1.6 Scenario 3 All Customer Classes and Fixed Charges

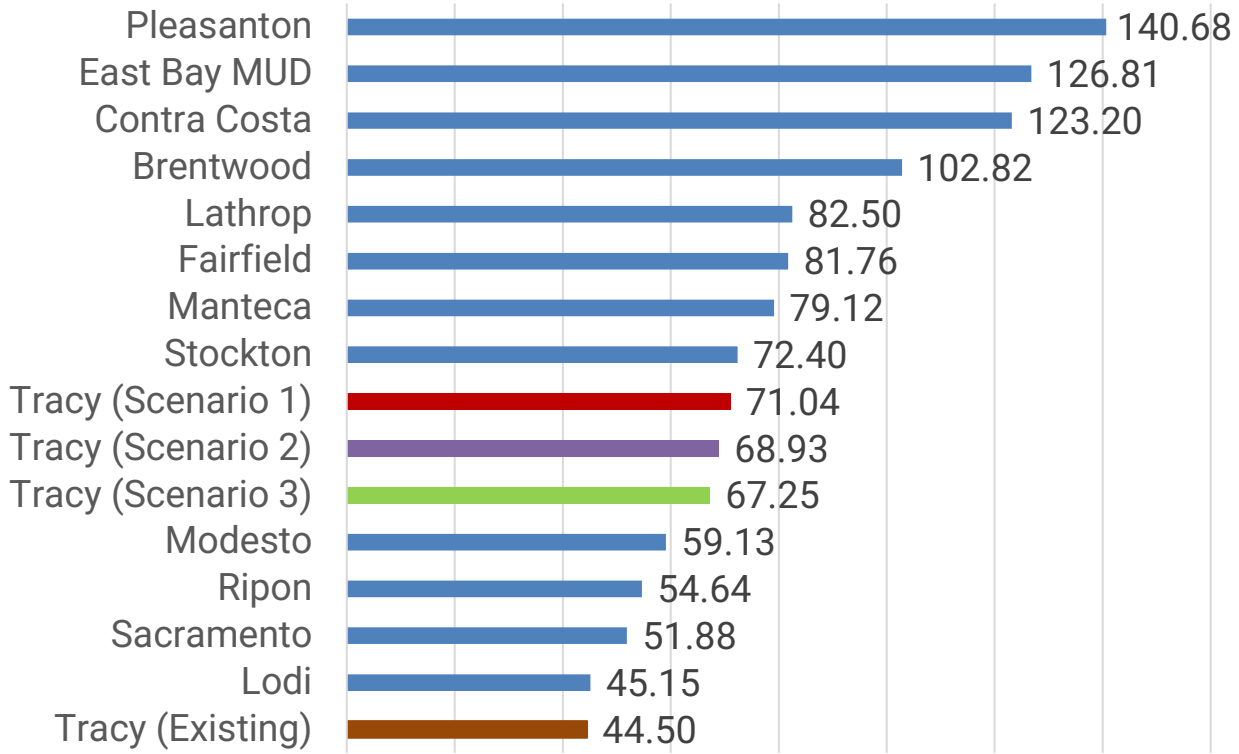
Description	Proposed Rates				
	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
	$/mo	$/mo	$/mo	$/mo	$/mo
Revenue Adjustment	28.00%	28.00%	4.00%	4.00%	4.00%
Monthly Service Charge					
Monthly Fixed Charge ($/Month)					
5/8"	22.13	28.32	36.25	37.70	39.21
3/4"	22.13	28.32	36.25	37.70	39.21
1"	30.26	38.73	49.57	51.55	53.61
1-1/2"	50.58	64.74	82.87	86.18	89.63
2"	74.97	95.96	122.83	127.74	132.85
3"	140.00	179.20	229.38	238.56	248.10
4"	213.16	272.84	349.24	363.21	377.74
6"	416.38	532.96	682.19	709.48	737.86
8"	660.24	845.11	1,081.74	1,125.01	1,170.01
10"	985.40	1,261.31	1,614.48	1,679.06	1,746.22
Monthly Commodity Charges ($/CCF)					
Volume Use Rate	2.82	3.61	4.62	4.80	4.99

Comparison of Regional Residential Water Rate under Various Scenarios

Chart 1.2 compares the City's current single-family residential water rates (assuming an average ¾" meter and 16 CCF per month for average peak use) with proposed rates for the three scenarios and compares them to other agencies in our area. The City's current water rate is the lowest in the surrounding area, and under the proposed rate scenarios,

it would be more aligned with the mid-range in the first year.

Chart 1.2 Scenario 1, 2, and 3 - 2027 Residential Rate Comparison (Regional)



Next Steps:

- March 17th: Staff will return to Council with a fully developed rate plan, based on Council direction provided today, to seek direction to initiate the Proposition 218 and AB 2257 process.
- March 17th-End of March: Proposition 218 Notices will be mailed to all property owners receiving water service.
- June 16: Public Hearing to consider protests against rates and to consider adopting proposed rates.

FISCAL IMPACT

The City's Water Utility is primarily funded through service charges. A rate study is conducted to assess both operational and infrastructure requirements, ensuring that the water rates reflect the true cost of delivering reliable, high-quality service. Any future rate adjustments will also consider the need to maintain a minimum debt coverage ratio of 1.20 – an important factor in preserving the Water fund's strong credit rating and overall financial stability.

To minimize the amount of the increase to rate payers and ensure the stabilization of the water fund in year one of the rate plan, staff proposes a General Fund loan in the amount of $2 million to the water fund. The loan reduces the increase to rate payers in year one by 7 % and is proposed to be repaid over five years.

Rate Assistance

The City provides a Low-Income Rate Assistance (LIRA) program for qualified utility customers. The amount of the discount is $26.05, with $18.50 being directly applicable to the monthly water meter charge. The LIRA program is funded through the City's General fund. Since 2023, the City has partnered with PG&E to auto-enroll qualified customers into the LIRA program. This partnership has resulted in an increase in the number of households receiving the discount, from 1,275 households to 5,100 households. Upon adoption of new rates, the LIRA discount would increase based on the rate approved for the monthly water meter charge.

PUBLIC OUTREACH/ INTEREST

A City Council workshop explaining how the rate process works was held during a special meeting on October 7th, 2025. Prior to the next meeting, staff will prepare a website to answer frequently asked questions and a dedicated email address for additional questions. Continued Outreach will also occur with the Proposition 218 process, if approved, by City Council after the March 17th meeting.

COORDINATION

Internal staff from the Public Works Utilities Division, the Finance Department and City Manager's Office have coordinated efforts in this process.

CEQA DETERMINATION

This action is not a project under the California Environmental Quality Act (CEQA) and is therefore not subject to environmental review.

STRATEGIC PLAN

This item is in line with the City's goals and overall mission to preserve and improve the quality of life in Tracy by ensuring a safe and reliable public water supply.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council receive a presentation on draft water utility financial planning scenarios, discuss and:
1.Provide staff the financial plan scenario to use in development of the proposed water rate plan to include:
   a. Direction regarding reserve targets; and
   b. Direction regarding use of General Fund loan; and
2.Request that staff (i) return with a draft water rate plan, (ii) request that City Council set a public hearing date, and (iii) proceed with the rate setting process.

Prepared by: Robin Kloepfer, Management Analyst

Reviewed by: Stephanie Reyna-Hiestand, Assistant Director – Utilities
Anush Nejad, Public Works Director
Sara Castro, Finance Director
L. David Nefouse, City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

Attachments:

Attachment A - PowerPoint Presentation
Attachment B – DRAFT Capital Improvement Plan Project List

Attachment A

Financial Planning Scenarios for Water Rate Setting

2027-2031

February 17, 2026

Why Water Rates Are Being Discussed Now

WHAT'S BEING PRESENTED

- **Three different financial scenarios**
- Each option funds the water system at a **different service and investment level**
- Council is requested to choose the option that best reflects the City Council's policy direction on service, reliability, risk, and cost

WHY NOW

- Water rates have **not been updated regularly**
- Costs have risen due to aging infrastructure, inflation, and new regulations
- The Water Fund is currently **using reserves to help cover costs,** which is not sustainable long-term

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Purpose of a Rate Study

A rate study answers three basic questions:

- **What will it cost to run the water system in the future?**
  (operations, maintenance, capital, and needed upgrades)

- **How should those costs be shared fairly?**
  (based on meter size and water use)

- **What rates are needed to cover those costs?**
  (no more and no less than the cost of service)

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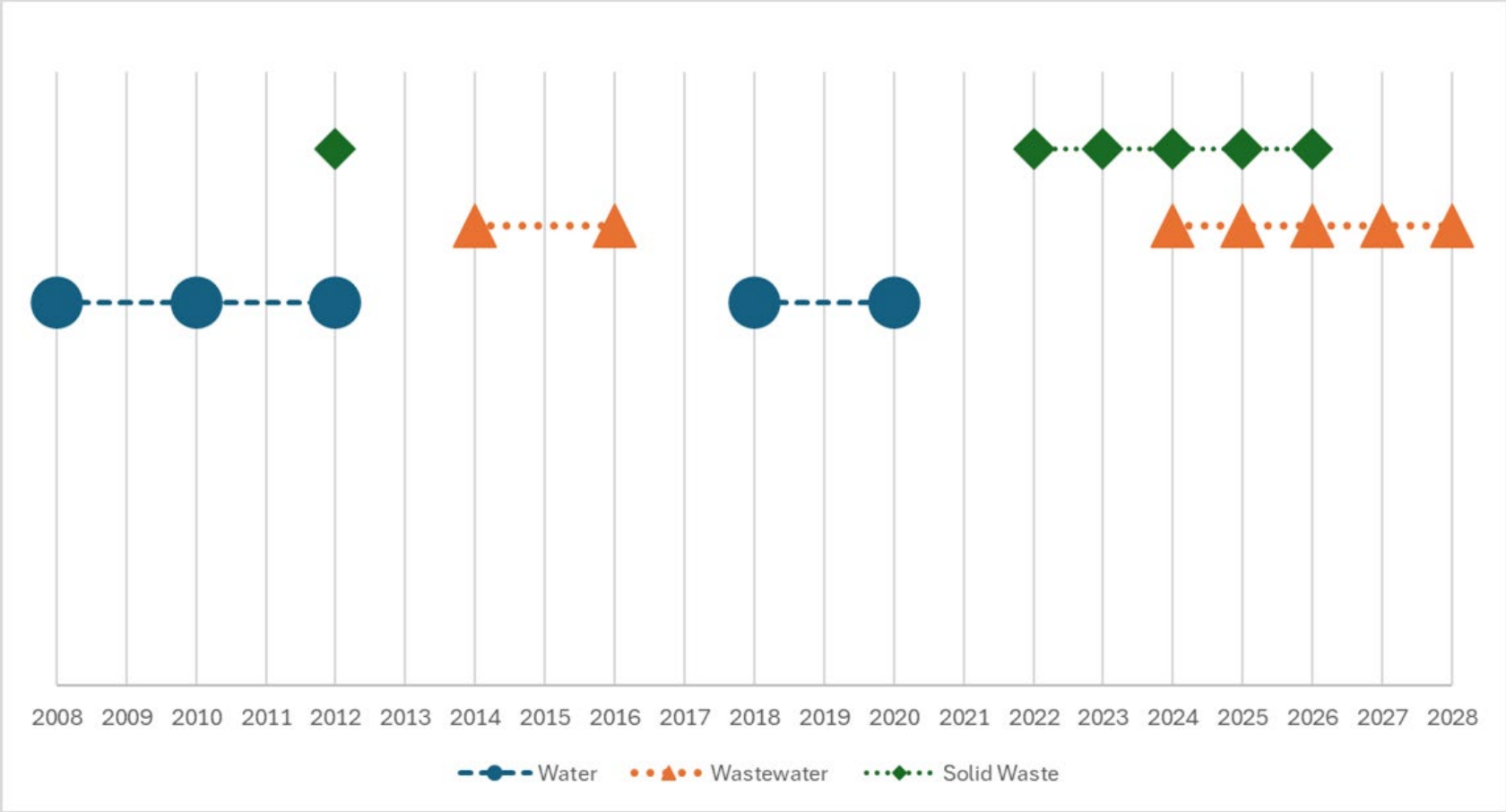
Frequency of Utility Rate Increases



SYMBOLS - Represents the fiscal year that an increase occurred; not reflective of the amount

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Tracy's Water System

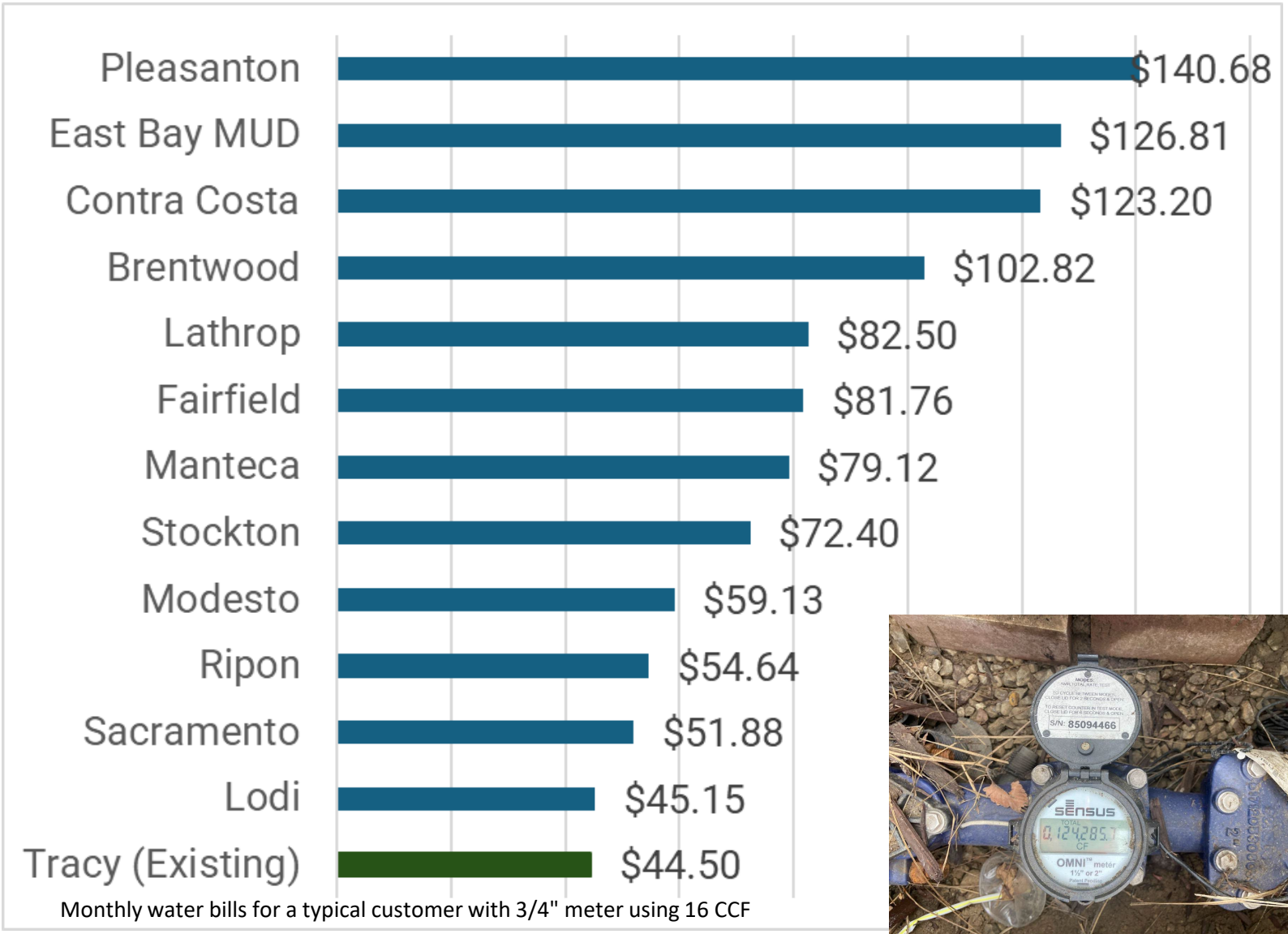
John Jones Water Treatment Plant
8 wells & 1 aquifer storage well (ASR)
5 large storage reservoirs
28,000+ water meters
565+ miles of distribution pipes
2500 fire hydrants
11,000 valves
32 directly staffed employees
Booster Stations
Various import water purchasing contracts

History of Rates - Water

When rate increases are delayed, the next increase has to be larger to catch up. Rates should be reviewed every five years to keep increases to a minimal amount.

Fiscal Year	Rate Increase	Year Gap
1997	7%	-
1999	6%	2
2008	**19%**	**9**
2010	15%	2
2012	15%	2
2018	**25%**	**6**
2020	25%	2

Current Water Billing Comparative



Monthly water bills for a typical customer with 3/4" meter using 16 CCF

Current Status of Water Fund

In FY 2025, the cost to operate the water system was higher than the revenue collected.

$27.5M — OPERATING COSTS

OPERATING REVENUE — $25.2M

$2.3M — DIFFERENCE COVERED BY RESERVES

Using reserves is not sustainable long-term and limits the City's ability to respond to emergencies.

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Factors Behind Necessary Rate Increase

Water rates are increasing more sharply now because increases were **delayed for many years.**

- **Rates weren't adjusted regularly**
  Small increases over time help avoid big jumps later.
- **Infrastructure is aging**
  Repairs are consistently reactive, more expensive, and harder to schedule.
- **Costs continue to rise**
  Materials, chemicals, labor, and regulations all cost significantly more than they did 5–10 years ago.
- **The Water Fund is under pressure**
  In FY 2025, expenses exceeded revenue, requiring $2.3M from reserves.

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What Drives Water System Costs

Aging Infrastructure

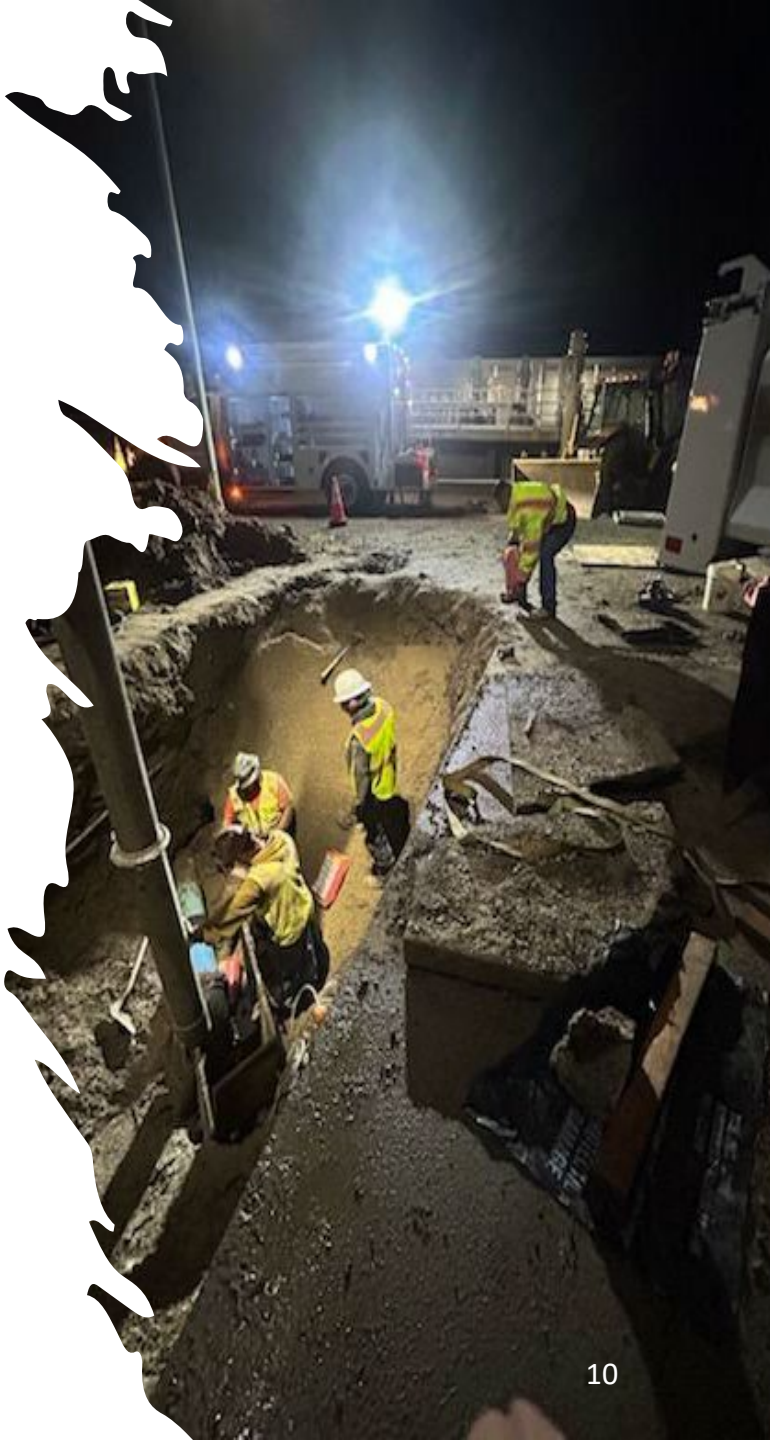
- More emergency repairs
- Water loss from older pipes
- Higher labor and material costs

Regulatory & Compliance Costs

- Increased testing and reporting
- Backflow and water quality requirements

Rising Prices

- Hydrants: $850 → $2,250
- Chemicals: nearly doubled
- Equipment & materials significantly higher



Master Plans and Capital Improvement Planning

CITY OF TRACY

Citywide Water System Master Plan Update

FINAL REPORT

MAY 2023

WEST YOST ASSOCIATES

Two types of Capital Improvement Plan projects:

- New Assets to increase capacity or supply – Funded by CORE or Impact Fees
- Upgrade, Maintain, Repair, and Replace Existing Assets – Funded by Water Utility Rates

CIP Maintenance Projects – Rates ($68.5M est.)

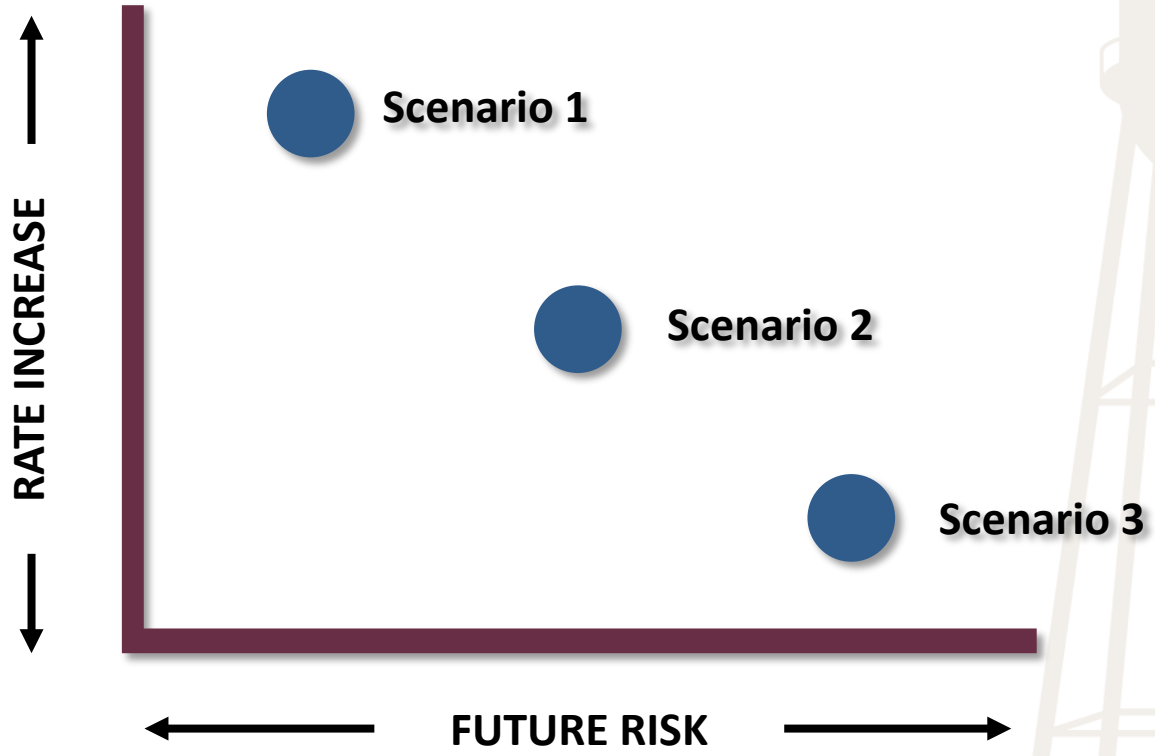
- Upgrades to the John Jones Water Treatment Plant
- Rehabilitation of Clarifier
- Raising of BF Sisk Dam for storage
- Replacement of Water Lines
- Valve Replacements
- Enhancements to Wells
- Pressure Regulation System Upgrades
- Energy Efficiency Improvements
- Additional projects…

Financial Planning Scenarios

February 17, 2026

Financial Planning Scenarios - Overview

City Council is reviewing three different scenarios for water rate increases. Each scenario reflects a different level of investment and cost.



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Legislative Water Rate Structure Change

Coziahr v. Otay Water District (2024) and Patz v. City of San Diego (2025)

- Court cases called the legality of tiered and seasonal rates into question.
- City's proposed rate plan removes tiered and seasonal rates and calculates one, uniform usage charge for all customer classes.

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Financial Planning Scenarios

Although each scenario presents a different total revenue requirement, based on specific cost assumptions, all of the scenarios include the following assumptions:

1. consumption rates will be uniform rather than tiered;
2. residential seasonal rates were eliminated;
3. the rates must generate sufficient revenues to meet a capital reserve target of one year depreciation value; and
4. the rates must be sufficient to maintain a debt service coverage ratio of 1.20.

Proposed revenue increases are based on the needs of Operations and Maintenance, Capital Improvement Programs, Debt Service, and Reserves.

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Financial Planning Scenarios (Cont.)

Each scenario contains:

- a recommended median level increase of direct water related staff over the five-year cycle
- debt service coverage of 1.20
- operating reserves; and
- General Fund loan for fund stabilization in the amount of $2 million.

Scenarios use AVG 13 units and Peak 16 Units in its residential models.

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Staff Analysis and AWWA Benchmarking

AWWA* Benchmarking – 100,000+ population

Median Water Service Staffing Levels Recommended = 66 FTEs

Current Staffing Levels = 34.6 FTEs

Proposed Additional Staffing = 29 FTEs (over 5 years)

***AWWA = American Water Works Association**

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Water Fund Debt Coverage Requirement

Requirement

- The City must maintain debt coverage ratio of 1.20

- Essential to maintain the fund's credit rating and keep borrowing costs lower if future debt is needed

What does this mean?

- Water Revenues must be 20% higher than annual debt payments

- Provides a safety margin so the City can safely meet its debt obligations

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Reserves

Current Policy

- Economic/Budget Stability Reserve 13%

and

- Capital Replenishment Reserve – target is the value of one year of capital depreciation expense.

Recommended Policy

- Operating Reserve equal to 120 days cash on hand
- Capital Reserve – 2% of capital assets
- Establishment of a Rate Stabilization fund – 5% (to provide future smoothing of rates)

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General Fund Loan

- Each scenario includes a $2M loan from the General fund
- Intended to reach the necessary debt coverage ratio in year 1, while reducing impact to rate payers
- Loan to be repaid over five years with interest
- Reduces impact to rate payers in year one by 7% - included in each scenario

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Scenario 1: Highest investment, strongest long-term stability

February 17, 2026

Scenario 1 – Proposed Rates

Description	Proposed Rates				
	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
	$/mo	$/mo	$/mo	$/mo	$/mo
Revenue Adjustment	35.00%	32.00%	7.00%	5.00%	3.00%
Monthly Service Charge					
Monthly Fixed Charge ($/Month)					
5/8"	23.20	31.32	41.34	44.23	46.44
3/4"	23.20	31.32	41.34	44.23	46.44
1"	31.76	42.88	56.60	60.56	63.59
1-1/2"	53.17	71.78	94.75	101.38	106.45
2"	78.86	106.47	140.54	150.38	157.90
3"	147.37	198.96	262.63	281.01	295.06
4"	224.45	303.01	399.97	427.97	449.37
6"	438.55	592.04	781.49	836.19	878.00
8"	695.46	938.88	1,239.32	1,326.07	1,392.37
10"	1,038.02	1,401.33	1,849.76	1,979.24	2,078.20
Monthly Commodity Charges ($/CCF)					
Residential	2.99	4.04	5.33	5.70	5.99
Multifamily	2.99	4.04	5.33	5.70	5.99
Commercial	2.99	4.04	5.33	5.70	5.99
Industrial	2.99	4.04	5.33	5.70	5.99
Irrigation	2.99	4.04	5.33	5.70	5.99
Construction	2.99	4.04	5.33	5.70	5.99

Scenario 1 – Change in Bill ($$)

Customer Class	Average Volume	Average No. of Dwelling Units	Current Monthly Bill	Total Proposed Monthly Bill	Dollar Difference	Percent Difference	Estimated No. of Accounts
Residential (avg)	13.0		$38.50	$62.07	$23.57	38%	25,824
Residential (Typ.)	16.0		$44.50	$71.04	$26.54	37%	25,824
Multifamily	9.2	7	$32.30	$41.69	$9.39	23%	758
Commercial (3/4" meter)	11.8		$41.16	$45.85	$4.69	10%	249
Commercial (1" meter)	20.2		$69.68	$70.55	$0.87	1%	211
Commercial (2" meter)	107.5		$305.01	$285.26	($19.75)	-7%	272

Assumptions:

$2 Million General Fund Loan in FY 2027

Rates Effective July 1, 2026 (FY 2027)

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Scenario 1: 5 Year Rate Increase

Fiscal Year	Average Volume	Existing Rates FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Residential (avg)	13	38.50	62.07	83.84	110.63	118.33	124.31
Residential (Typ.)	16	44.50	71.04	95.96	126.62	135.43	142.28

Scenario	1	2	3
FY 2027	35%	31%	28%
FY 2028	32%	31%	28%
FY 2029	7%	5%	4%
FY 2030	5%	5%	4%
FY 2031	3%	3%	4%

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Scenario 2: Balanced approach to cost and system needs

February 17, 2026

Scenario 2 – Proposed Rates

Description	Proposed Rates				
	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
	$/mo	$/mo	$/mo	$/mo	$/mo
Revenue Adjustment	31.00%	31.00%	5.00%	5.00%	3.00%
Monthly Service Charge					
Monthly Fixed Charge ($/Month)					
5/8"	22.53	29.52	38.67	40.60	42.63
3/4"	22.53	29.52	38.67	40.60	42.63
1"	30.85	40.41	52.94	55.59	58.37
1-1/2"	51.63	67.64	88.61	93.04	97.69
2"	76.57	100.31	131.41	137.98	144.88
3"	143.08	187.43	245.53	257.81	270.70
4"	217.90	285.45	373.94	392.64	412.27
6"	425.74	557.71	730.60	767.13	805.49
8"	675.14	884.43	1,158.60	1,216.53	1,277.36
10"	1,007.68	1,320.06	1,729.28	1,815.74	1,906.53
Monthly Commodity Charges ($/CCF)					
Residential	2.90	3.80	4.98	5.23	5.49
Multifamily	2.90	3.80	4.98	5.23	5.49
Commercial	2.90	3.80	4.98	5.23	5.49
Industrial	2.90	3.80	4.98	5.23	5.49
Irrigation	2.90	3.80	4.98	5.23	5.49
Construction	2.90	3.80	4.98	5.23	5.49

Scenario 2 – Change in Bill ($$)

Customer Class	Average Volume	Average No. of Dwelling Units	Current Monthly Bill	Total Proposed Monthly Bill	Dollar Difference	Percent Difference	Projected No. of Accounts
Residential (avg)	13.0		$38.50	$60.23	$21.73	36%	25,824
Residential (Typ.)	16.0		$44.50	$68.93	$24.43	35%	25,824
Multifamily	9.2	7	$32.30	$41.03	$8.73	21%	758
Commercial (3/4" meter)	11.8		$41.16	$45.19	$4.03	9%	249
Commercial (1" meter)	20.2		$69.68	$69.63	($0.05)	0%	211
Commercial (2" meter)	107.5		$305.01	$282.97	($22.04)	-8%	272

Assumptions:

$2 Million General Fund Loan in FY 2027

Rates Effective July 1, 2026 (FY 2027)

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Scenario 2: 5 Year Rate Increase

Fiscal Year	Average Volume	Existing Rates FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Residential (avg)	13	38.50	60.23	78.92	103.41	108.59	114.00
Residential (Typ.)	16	44.50	68.93	90.32	118.35	124.28	130.47

Scenario	1	2	3
FY 2027	35%	31%	28%
FY 2028	32%	31%	28%
FY 2029	7%	5%	4%
FY 2030	5%	5%	4%
FY 2031	3%	3%	4%

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Scenario 3: Lower initial impact, least water system improvements

February 17, 2026

Scenario 3 – Proposed Rates

Description	Proposed Rates				
	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
	$/mo	$/mo	$/mo	$/mo	$/mo
Revenue Adjustment	28.00%	28.00%	4.00%	4.00%	4.00%
Monthly Service Charge					
Monthly Fixed Charge ($/Month)					
5/8"	22.13	28.32	36.25	37.70	39.21
3/4"	22.13	28.32	36.25	37.70	39.21
1"	30.26	38.73	49.57	51.55	53.61
1-1/2"	50.58	64.74	82.87	86.18	89.63
2"	74.97	95.96	122.83	127.74	132.85
3"	140.00	179.20	229.38	238.56	248.10
4"	213.16	272.84	349.24	363.21	377.74
6"	416.38	532.96	682.19	709.48	737.86
8"	660.24	845.11	1,081.74	1,125.01	1,170.01
10"	985.40	1,261.31	1,614.48	1,679.06	1,746.22
Monthly Commodity Charges ($/CCF)					
Residential	2.82	3.61	4.62	4.80	4.99
Multifamily	2.82	3.61	4.62	4.80	4.99
Commercial	2.82	3.61	4.62	4.80	4.99
Industrial	2.82	3.61	4.62	4.80	4.99
Irrigation	2.82	3.61	4.62	4.80	4.99
Construction	2.82	3.61	4.62	4.80	4.99

Scenario 3 – Change in Bill ($$)

Customer Class	Average Volume	Average No. of Dwelling Units	Current Monthly Bill	Total Proposed Monthly Bill	Dollar Difference	Percent Difference	Estimated No. of Accounts
Residential (avg)	13.0		$38.50	$58.79	$20.29	35%	25,824
Residential (Typ.)	16.0		$44.50	$67.25	$22.75	34%	25,824
Multifamily	9.2	7	$32.30	$40.62	$8.32	20%	758
Commercial (3/4" meter)	11.8		$41.16	$44.78	$3.62	8%	249
Commercial (1" meter)	20.2		$69.68	$69.04	($0.64)	-1%	211
Commercial (2" meter)	107.5		$305.01	$281.37	($23.64)	-8%	272

Assumptions:

$2 Million General Fund Loan in FY 2027

Rates Effective July 1, 2026 (FY 2027)

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Scenario 3: 5 Year Rate Increase

Fiscal Year	Average Volume	Existing Rates FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Residential (avg)	13	38.50	58.79	75.25	96.31	100.10	104.08
Residential (Typ.)	16	44.50	67.25	86.08	110.17	114.50	119.05

Scenario	1	2	3
FY 2027	35%	31%	28%
FY 2028	32%	31%	28%
FY 2029	7%	5%	4%
FY 2030	5%	5%	4%
FY 2031	3%	3%	4%

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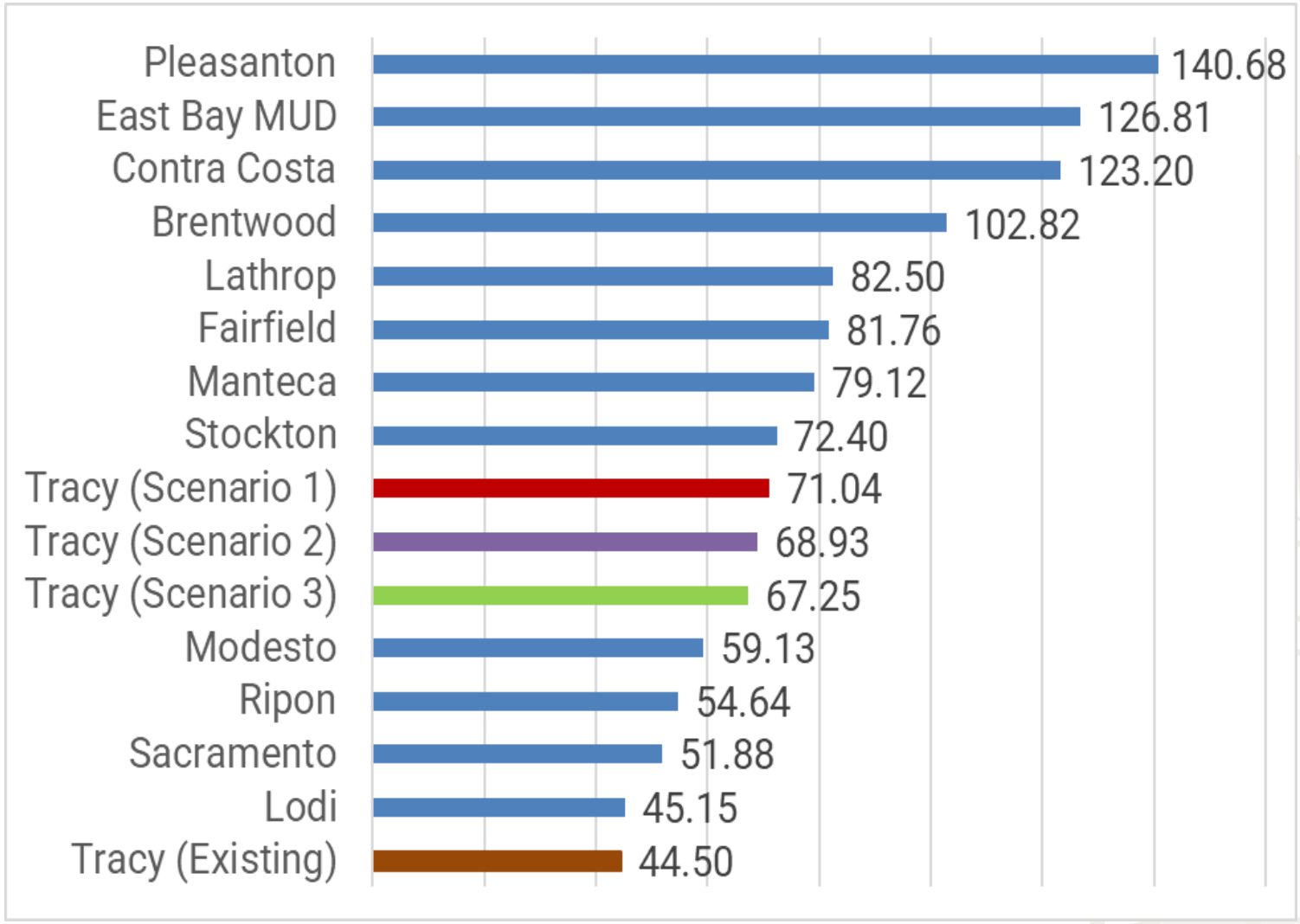
Regional Comparison (1 YR) Scenario 1 - 3



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California Proposition (Prop) 218

Water service rates are imposed pursuant to Prop 218

- Total revenues cannot exceed total costs of service
- Revenues from rates cannot be used for other purposes
- Rates must proportionately allocate costs to each customer class
- Service must be immediately available to all ratepayers
- Cannot use revenues for general government services

Proposition 218 Procedural Requirements:

- Mail notice to property owners and/or ratepayers 45 days prior to hearing
- Notice must include:
  - Amount of rates
  - Reasons for increase
  - Basis for rate calculation (rate study)
  - Date/time of public hearing on rate adoption
- Hold public hearing and tabulate protests

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Assembly Bill (AB) 2257

AB 2257 Procedural Requirements

- Potential challengers must submit an objection to the rates
- Describe the exhaustion requirements in the Proposition 218 Notice
- Link to rate study in the Proposition 218 Notice
- Respond in writing to all valid, written objections
- Benefits of Procedure
  - ➢Prohibits litigation if a prior objection is not submitted
  - ➢Provides agency with certainty moving forward if no objections are filed or no objection is made to a particular element of the rates

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What Happens Next

Milestone	Date
City Council will select **one scenario** to move forward	Mar 17, 2026
Final COS Study Preparation (AFTER selection)	Mar 11–20, 2026
Residents will receive a **Prop 218 notice** with details	April 1, 2026
AB 2257 Written Objection Period (30 days)	April → June, 2026
A public hearing will be held before any rate adoption	June 16 Hearing Date
Reserve Policy Adoption	At public hearing
Rate Stabilization Fund Policy Adoption	At public hearing
FY 2026–27 Budget Adoption	June 2026
Rates Effective	July 1, 2026

City Council Direction Requested

Scenario

Direct staff regarding the financial planning scenario to use to develop the proposed water rate plan

Reserves

Direct staff regarding reserve targets

General Fund

Direct staff regarding use of General Fund loan

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DRAFT – Capital Improvement Plan Project List FY 2027-2031 ATTACHMENT B

Line No.	Project No.	Project Description	Category	Water Capital	IMP Impact Fees	Debt Funding	Pay-Go	Forecast 2027	Forecast 2028	Forecast 2029	Forecast 2030	Forecast 2031
		Water Fund (513)										
		Capital Improvement Program - Uninflated										
1	75126	Replace Media Filter- WTP	Treatment	100%	0%	0%	0%	250,000	250,000	250,000	250,000	250,000
2	75155	Up Flow Clarifier Rehab - Design	Treatment	100%	0%	0%	0%	0	0	0	0	0
3	0	Up Flow Clarifier Rehab - Build	Treatment	0%	0%	100%	0%	0	20,000,000	0	0	0
4	75166	Larch Rd 12" Water Line Replacement	Water Lines	100%	0%	0%	0%	2,000,000	0	0	0	0
5	75169	Security System Implementation for City's Water Facilities - Design	Building Construction	100%	0%	0%	0%	0	0	0	0	0
6	75175	BF Sisk Dam	Reservoirs	100%	0%	0%	0%	667,700	0	0	0	0
7	75175	BF Sisk Dam	Reservoirs	0%	0%	0%	0%	0	0	0	0	0
8	0	CMMS Implemenation	Machinery/Equipment	100%	0%	0%	0%	0	0	0	0	0
9	0	Valve Replacement Program	Valves, Etc	0%	0%	0%	100%	600,000	600,000	600,000	600,000	600,000
10	0	Annual Lateral Replacement	Water Lines	100%	0%	0%	0%	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000
11	0	Drying Bed Rehab	Treatment	100%	0%	0%	0%	0	500,000	1,500,000	1,500,000	0
12	75169	Security System Implementation for City's Water Facilities - Build	Building Construction	100%	0%	0%	0%	1,000,000	1,000,000	0	0	0
13	0	Maint Bld Remodel	Building Construction	100%	0%	0%	0%	300,000	0	0	0	0
14	0	Maint Machine Building	Building Construction	100%	0%	0%	0%	0	50,000	0	0	0
15	0	Lincoln Well Rehab	Water Lines	100%	0%	0%	0%	0	500,000	1,500,000	1,500,000	0
16	0	Cordes Ranch Chemical System Fix	Treatment	100%	0%	0%	0%	100,000	200,000	200,000	0	0
17	0	Clearwell 3 - Master Plan listed Design	Planning/Design-Capital	100%	0%	0%	0%	0	200,000	0	0	0
18	0	Chemical System Rehab	Treatment	100%	0%	0%	0%	0	0	0	0	500,000
19	0	Air Handler Upgrades	Building Construction	100%	0%	0%	0%	0	0	0	400,000	400,000
20	0	PRS Automation	Pumping	100%	0%	0%	0%	0	0	0	100,000	900,000
21	0	PLC Upgrade & Chemical Upgrade Booster Stations	Treatment	100%	0%	0%	0%	0	0	0	0	500,000
22	0	VFD Automation Zone 2 &3	Treatment	100%	0%	0%	0%	0	0	0	0	150,000
23	0	ASR Expansion Study	Planning/Design-Capital	100%	0%	0%	0%	0	0	0	0	200,000
24	0	Evaluation of Lewis Mannor	Planning/Design-Capital	100%	0%	0%	0%	0	0	0	0	100,000
25	0	New Admin Building	Building Construction	75%	25%	0%	0%	0	0	0	0	500,000
26	75160	Water Lines Lammers Rd -IMPACT	Water Lines	0%	0%	0%	0%	0	0	0	0	0
27	0	Exchange Water Pump Station Pipeline & Discharge Structure	Pumping	0%	0%	0%	0%	0	0	0	0	0
29	0	Additional Capital Equipment (High Scenario)	Machinery/Equipment	0%	0%	0%	100%	1,078,600	1,374,500	1,187,500	2,023,000	750,000
31		Subtotal						$ 8,496,300	$27,174,500	$ 7,737,500	$ 8,873,000	$ 7,350,000
		Capital Improvement Program - Inflated										
32		Annual Inflation [a]						3.0%	3.0%	3.0%	3.0%	3.0%
33		Cummulative Inflation						9.3%	12.6%	15.9%	19.4%	23.0%
34		Total Water Projects						9,284,100	30,585,100	8,969,900	10,594,800	9,039,600
35		Total Projects						$ 9,284,100	$30,585,100	$ 8,969,900	$10,594,800	$ 9,039,600
		Funding Source										
51		Water Capital						7,449,900	5,852,600	6,897,700	7,462,800	7,225,500
52		Pay-go						1,834,300	2,222,300	2,072,200	3,132,000	1,660,300
53		Tracy IMP Impact Fees						0	0	0	0	153,700
54		Debt Funding						0	22,510,200	0	0	0
55		Total						$ 9,284,200	$30,585,100	$ 8,969,900	$10,594,800	$ 9,039,500
		Notes:										
		a. Based on ENR-CCI Los Angeles Index (5-Yr Average)							YR 2027-2031	$68,473,500		

February 17, 2026

Agenda Item 4.C

RECOMMENDATION

Staff recommends that the City Council adopt a resolution (1) waiving the review of the Tracy Homelessness Advisory Committee per Section 4.3.1 and 4.3.2 in the Council Meeting Protocols and Rules of Procedure adopted by revised Resolution number 2023-102; (2) approving a Professional Services Agreement with Ruby's Place, Inc. (Restorative Pathways) to serve as the City's shelter operator for the Temporary Emergency Housing Facility, with an initial term from May 1, 2026 through June 30, 2027, for a not-to-exceed amount of $3.9 million per fiscal year; and (3) authorizing the City Manager to approve up to four (4) additional one-year extensions upon written recommendation from the Director of Parks, Recreation, and Community Services that the Proposer has satisfactorily met all requirements of the Agreement. If all extensions are applied, the Agreement will expire on June 30, 2031.

EXECUTIVE SUMMARY

This item seeks City Council authorization to waive review by the Tracy Homelessness Advisory Committee pursuant to Sections 4.3.1 and 4.3.2 of the Council Meeting Protocols and Rules of Procedure, as adopted by revised Resolution No. 2023-102, and to approve a Professional Services Agreement (PSA) with Ruby's Place, Inc. (Restorative Pathways) to serve as the shelter operator for the City's Temporary Emergency Housing Facility (TEHF).

The proposed PSA establishes an initial term from May 1, 2026 through June 30, 2027, for a not-to-exceed amount of $3.9 million per fiscal year, with authorization for the City Manager to approve up to four (4) additional one-year extensions upon written recommendation from the Director of Parks, Recreation, and Community Services. If all extensions are exercised, the Agreement will expire on June 30, 2031.

BACKGROUND AND LEGISLATIVE HISTORY

The City's Temporary Emergency Housing Facility (TEHF) has operated continuously since November 1, 2022, providing year-round, low-barrier, non-congregate emergency shelter services for adults experiencing homelessness. The City has maintained shelter operations through interim facilities, throughout the construction of Phase II of the TEHF, allowing for continuity of services during the transition to a permanent campus configuration.

The Salvation Army has served as the City's shelter operator since November 2023, including under a short-term Professional Services Agreement approved by City Council on October 21, 2025, effective November 1, 2025 through April 30, 2026. This short-term agreement ensured operational stability while the City completed

construction activities and initiated a competitive procurement process to identify a long-term shelter operator capable of managing expanded and enhanced shelter operations, including congregate shelter and medical recuperative care services.

ANALYSIS

In accordance with Tracy Municipal Code Section 2.20.140, staff issued a Request for Proposals (RFP) on June 26, 2025, to identify a qualified operator to manage and operate a year-round, 24/7 congregate and non-congregate Temporary Emergency Housing Facility and Navigation Center. The scope of work includes shelter operations serving up to 150 adults, oversight of congregate and non-congregate shelter areas, meal services and operation of a commercial kitchen, case management and housing navigation, recuperative care services, Community Supports services under CalAIM, transportation, and the operation and maintenance of ancillary facilities including laundry, showers, restrooms, and storage areas.

The RFP was publicly advertised, and five (5) proposals were received by the August 12, 2025 deadline. Proposals were evaluated through a multi-stage review process, including technical scoring, interviews, and site visits conducted by both technical and executive review panels in accordance with the evaluation criteria outlined in the RFP.

Following completion of interviews, site visits, and review of final scores, the panels ranked the proposers as follows:

Ranking	Entity Name	Proposed Annual Operating Cost
1	Ruby's Place (Restorative Pathways)	$3.9 Million
2	Five Keys	$6.2 Million
3	Village of Love	$2.9 Million
4	G.L.O.M.	$9.5 Million
5	The Salvation Army	$4.1 Million

Based on the evaluation process, Ruby's Place (Restorative Pathways) was determined to best meet the City's operational needs and provide the best overall value. While not the lowest-cost proposer, Ruby's Place demonstrated the capacity and experience necessary to operate both emergency shelter services and a medical recuperative care program concurrently, which is a key component of the TEHF service model. Their proposal reflected a high level of operational, clinical, and administrative capacity aligned with the City's shelter and housing stability goals. In addition, their team included local Tracy residents who will comprise the key staff operating the shelter upon execution of the agreement. Providing a blend of both technical, professional, and local expertise that was unique among the bidders, and which made them clearly the best choice for the City of Tracy.

The proposed PSA includes an initial term from May 1, 2026 through June 30, 2027, with authorization for the City Manager to approve up to four (4) additional one-year extensions upon written recommendation from the Director of Parks, Recreation, and Community Services.

FISCAL IMPACT

Funding for the operation of the TEHF is included in the General Fund's adopted operating budget for Fiscal Year 2025–2026. Funding for subsequent years will be considered and allocated through the City's annual budget process, subject to City Council appropriation. The not-to-exceed provision provides fiscal control while allowing for adjustments related to service demands, program implementation, and operational requirements associated with shelter operations and medical respite services.

PUBLIC OUTREACH/INTEREST

The RFP was publicly advertised on the City's website, published in the Tracy Press, and shared with regional Continuums of Care to encourage broad participation. A pre-proposal meeting was held to provide proposers with project information and respond to questions.

STRATEGIC PLAN

This agenda item is consistent with the City Council's Quality of Life Initiative #3 Implement the Council-Adopted Homelessness Strategic Plan.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution (1) waiving the review of the Tracy Homelessness Advisory Committee per Section 4.3.1 and 4.3.2 in the Council Meeting Protocols and Rules of Procedure adopted by revised Resolution number 2023-102 and (2) approving a Professional Services Agreement with Ruby's Place, Inc. (Restorative Pathways) to serve as the City's shelter operator for the Temporary Emergency Housing Facility, with an initial term from May 1, 2026 through June 30, 2027, for a not-to-exceed amount of $3.9 million per fiscal year, and authorizing the City Manager to approve up to four (4) additional one-year extensions upon written recommendation from the Director of Parks, Recreation, and Community Services that the Proposer has satisfactorily met all requirements of the Agreement. If all extensions are applied, the Agreement will expire on June 30, 2031.

Prepared by: Virginia Carney, Homeless Services Manager

Reviewed by: Sara Castro, Director of Finance
Brian MacDonald, Director of Parks, Rec and Community Services
Arturo M. Sanchez, Assistant City Manager
Kamal Gill, Deputy City Attorney

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A –Professional Services Agreement-Ruby's Place Inc.(Restorative Pathways)

Attachment B- Power Point Presentation: Award of Service Contract for THEF Operator

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CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
Ruby's Place, Inc.

This Professional Services Agreement ("Agreement") is entered into between the City of Tracy, a municipal corporation ("City"), and Ruby's Place, Inc. a California Corporation ("Consultant"). City and Consultant are referred to individually as "Party" and collectively as "Parties."

RECITALS

A. City desires to retain the professional services of Consultant to operate a year-round 24/7 congregate and non-congregate, low-barrier Temporary Emergency Housing Facility and Navigation Center for individuals experiencing homelessness in the City of Tracy as further described herein and in Exhibit A.

B. On June 26, 2025, the City procured services by a Formal Request for Proposals process for the Scope of Work defined below. On August 12, 2025, Consultant submitted its proposal for the Scope of Work to the City. Pursuant to Tracy Municipal Code 2.20.140 the City has determined that the Consultant demonstrated that it was the best qualified and most responsible proposer, and best fits the City's needs for competence and professional qualifications necessary for the satisfactory performance of the Scope of Work defined below in Exhibit A.

C. After negotiations between the City and Consultant, the Parties have reached an agreement for Consultant's professional services as set forth in this Agreement.

D. This Agreement was approved on [DATE] pursuant to Tracy Municipal Code Section 2.20.140 City Council Resolution No. 2026-_____.

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

1. Scope of Work. Consultant shall perform the professional services, tasks, and scope of work described in Exhibit A attached hereto and incorporated herein by this reference ("Scope of Work"). The Scope of Work shall be performed by, or under the direct supervision of, Consultant's "Authorized Representative": Sophora Acheson, Chief Executive Officer. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit A, nor shall Consultant use or replace any subcontractor or subconsultant, without the City's prior written consent. The City may terminate this Agreement if Consultant makes any such change or uses or replaces any such subcontractor or subconsultant. Unless otherwise stated on Exhibit A, Consultant shall furnish, at its own expense, the materials, equipment, supplies, and other resources necessary to perform the Scope of Work. The City reserves the right to contract with other firms and/or consultants during the term of this Agreement to provide the City with the same or similar Scope of Work as described in Exhibit A.

2. Time of Performance. Time is of the essence in the performance of the Scope of Work under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. If dates for performance are set out in Exhibit A, Consultant shall begin performance, and shall complete all required Scope of Work no later than the dates set forth in Exhibit A. Any services for which times for performance are not specified in this Agreement shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. If Exhibit A indicates that

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Scope of Work shall only be performed upon request, or if the City otherwise communicates the same to Consultant, Consultant shall not perform said Scope of Work until the City requests such performance. Consultant shall submit all requests for time extensions to the City in writing no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. The City may grant or deny such requests in its sole and absolute discretion.

2.1 Term. The term of this Agreement shall commence on May 1, 2026 and expire and terminate automatically on June 30, 2027 or earlier by termination pursuant to Section 6 of this Agreement ("Term"). Subject to the Not-To-Exceed Amount defined in Section 3.1, the Term of this Agreement may be extended with express written amendment incorporating this Agreement signed by both Parties and one of the following City approvals: (a) City Council approval or (b) City Manager approval. An option to extend additional years shall be subject to an annual review of the Consultant's performance. Continuation of the Agreement beyond each contract year shall be contingent upon the City's determination, made annually, that the Consultant has satisfactorily performed all requirements of this Agreement, based on performance evaluations conducted by the City. Upon recommendation from the Director of Parks, Recreation and Community Services to the City Manager, the City Manager may approve one or more annual extensions, in any combination, not to exceed a total agreement length of six (6) years, upon written determination by the City that the Consultant has satisfactorily met all requirements of this Agreement. If all extensions are applied, the ending date of the Agreement will be June 30, 2031.

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

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed $3,923,360 (Three Million, Nine Hundred Twenty-Three Thousand, Three Hundred Sixty) Dollars per year. Notwithstanding the foregoing, the payment of any funds under this Agreement shall be subject to the City of Tracy appropriation of funds for the Scope of Work.

- Shelter bed utilization must be maintained at 90% for the length of the contract term. If bed utilization is lower than the 90% threshold on average during any performance period, the city will evaluate cause and adjust the contract amount based on city needs.

- Community Supports Services claims/EDI submissions must maintain an acceptance rate of 90% or higher.

- Compensation under this Agreement is contingent upon the authorized bed capacity approved by the City. In the event the City reduces bed capacity, phases, or shelter components, compensation shall be adjusted proportionally to reflect the reduced scope of operations.

- A reduction in shelter capacity or removal of units shall not constitute a termination for convenience or entitle Consultant to any termination-related compensation

This Agreement shall automatically terminate in the event that such funds are not appropriated. Unless specifically stated otherwise or agreed to in writing and approved by City Council, the fees proposed by Consultant, as set forth in Exhibit B hereto, shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement. It is understood and agreed that Consultant may not receive compensation up to the Not-to-Exceed Amount (or any other amount), and Consultant's total

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compensation under this Agreement will depend on the Scope of Work requested and approved by the City. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the "Not-to-Exceed Amount" provided in this section without the City's prior written approval.

3.1.1 City Budget Limitations. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year for this Agreement. If funds are appropriated for a portion of the fiscal year, this Agreement will automatically terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the City Council. Consultant's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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

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

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

3.2.3 Consultant shall submit invoices no later than 90 days after completion of a portion of the Scope of Work. City has no obligation to pay invoices delivered greater than 90 days after the date of performance of the Scope of Work.

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

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

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

4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against, and 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

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

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

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

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

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

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

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

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

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

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

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

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

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the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

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

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

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

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

6. Termination. The City may terminate this Agreement in its sole and absolute discretion, without cause, by giving thirty (30) days' written notice to Consultant. Within five (5) days of such a termination, Consultant shall return and deliver to City all original documents relating to the Scope of Work in Consultant's possession or control, including, without limitation, preliminary drafts and supporting documents, and any other documents prepared by Consultant pursuant to this Agreement. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date the termination notice is given.

7. Ownership of Work. All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's Scope of Work, upon termination of this Agreement, or within five (5) days of any demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

8. Independent Contractor Status. Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits. Consultant shall be solely responsible for, and shall save the City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and state income tax withholding and all other regulations governing employer-employee relations.

9. Conflicts of Interest. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest. The Consultant represents that it is familiar with the local and state conflict of interest laws and agrees to comply with those laws in performing this Agreement. The Consultant represents and warrants that the representations made by the

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Consultant concerning unfair competitive advantage and conflicts of interest in connection with its submissions in response to the City's procurement for this Agreement were true and accurate both when made and as of the date of this Agreement. Consultant represents and warrants that it has not and shall not offer or deliver any City officer, public official, or employee any gifts or donations in violation of Federal, State and/or local law.

9.1 Levine-Act

The "Levine Act" prohibits County "officers" from participating in any action related to a contract if such member received political contributions totaling more than $250 within the previous twelve months, and for three months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract.

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

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

To the City:
City of Tracy
Attn: Brian MacDonald
Director of Parks, Rec and Community Services
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:
Ruby's Place, Inc. (Restorative Pathways)
Attn: Sophora Acheson
Chief Executive Officer
20800 Baker Rd
Castro Valley, CA 94546

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

12. General Provisions.

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

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

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

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

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

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

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

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

12.7 Repairs, Maintenance, Additions and Reconstruction. Throughout the term of the Agreement, the Qualified operator will be required, at the Qualified operator's sole cost and expense, to keep and maintain the shelter and any and all improvements now or hereafter constructed and installed in the facility in good order, condition and repair and in a safe and sanitary condition and in compliance with all applicable laws in all material respects including, but not limited to, the landscaping, hardscaping, plumbing systems, fluorescent ceiling- mounted electric light fixtures; bulbs for fluorescent lights and related switches; windows; doors and locks, interior/non-structural/above-slab elements of the facility and all furnishings and equipment thereon, if applicable, and improvements constructed thereon in good order and repair (reasonable wear and tear excepted), and to keep said facility in a neat, clean, orderly, safe, and sanitary condition. Said maintenance includes, but is not limited to, janitorial services, flooring care and the prevention of accumulation of any refuse or waste materials that might constitute a fire hazard or a public or private nuisance. City staff will perform routine inspections of the facility on a monthly basis and if any concerns or findings are found, the operator will have 30 days to assess and repair the findings. The operator should make every effort to ensure that

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they are performing their own assessments and oversight of the facility on an ongoing basis to mitigate any damage. Any concerns or issues with the site should be reported immediately to the city and subcontractors, if applicable. Notification of concern assists in mitigating more costly repairs and ensuring safety of the facility. If Qualified operator does not carry out its repair, maintenance, addition, and reconstruction obligations as set forth herein, the City may (without any obligation to do so) carry out said obligations on the Qualified operator's behalf. In such event, within five (5) days of the City's demand, Qualified operator shall pay the City the amount equal to the monies paid by the City in carrying out the Qualified operator's obligations, with interest accruing at the maximum amount allowed pursuant to California law beginning on the sixth (6^{th}) day after such demand until payment is made to the City. The operator will have 90 days, during their start up period, to submit a maintenance and operations plan to align with the Temporary Emergency Housing Facility identified maintenance and operational needs.

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

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

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

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

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

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

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

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

12.16 Expenses for Enforcement. Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees,

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shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

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

[Signature Page to Follow]

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As of the date of last signature below, the undersigned Parties agree to the full performance of the terms set forth in this Agreement and have caused this Agreement to be duly executed.

City of Tracy, a Municipal Corporation

By: _____
Dan Arriola

Title: Mayor

Date: _____

Attest:

_____
April B. A. Quintanilla, City Clerk

Approved as to form:

_____
L. David Nefouse, City Attorney

Ruby's Place, Inc.

By: Signed by: Sophora Acheson 8CE77EA94D7B4C9... _____
Sophora Acheson

Title: Chief Executive Officer

Date: 1/27/2026 | 9:41 AM PST

Federal Employer Tax ID No. 94-2212241

By: Signed by: Justin Luke Riley 89A2FE5E4D10477... _____
Justin Luke Riley

Title: Chief Financial Officer

Date: 1/27/2026 | 10:23 AM PST

Exhibits:

A. Scope of Work
B. Compensation

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EXHIBIT A - Scope of Work

Scope of Services

Consultant (also referred to herein as "Qualified operator") shall provide nonfaith-based, housing focused shelter services, including case management, meals, transportation, and laundry services to individuals experiencing or at risk of homelessness for up to 150 adults throughout the term of the agreement, at the shelter site located at 370 Arbor Avenue, Tracy, CA, 95304. Consultant will be responsible to oversee daily shelter operations of the shelter facility. In addition, Consultant will coordinate a range of on-site programs and services for residents in partnership with local and regional qualified operators. Consultant will be responsible for operation of the shelter throughout the duration of the Agreement. All work shall be performed in accordance with applicable codes, standards, and regulations.

The qualified operator(s) will be responsible to run a shelter program for unsheltered individuals that includes a recuperative care component. This request is specific to oversight of the facilities/units and 24/7 care of individuals in the onsite program(s). Services provided will include the capacity to provide recuperative care and other Community Supports (CS) services, in alignment with the California Department of Health Care Services (DHCS) Community Support Policy Guide

The Consultant is a single organization capable of delivering high quality of services for both components. The Temporary Emergency Housing Facility (shelter) will assist people experiencing homelessness develop a pathway towards permanent housing, healthcare, and stability. Proposed onsite services include, but are not limited to, transportation, case management, referrals to state-licensed behavioral health services, social services, meals, showers, laundry service, 24/7 staffing, pet support, and security.

Under this Agreement, qualified operator(s) will manage two programs at the same city site.

Program 1: Recuperative care services in the non-congregate area of the campus.
Program 2: Low barrier emergency shelter housed in the congregate sprung structure area which will include oversight of a commercial kitchen, and ancillary buildings.

CalAIM Community Supports:

The qualified operator is responsible for the daily delivery and management of Community Supports (CS) services in accordance with the DHCS Community Support Policy Guide. While the operator will not hold a direct contract with Medi-Cal Managed Care Plans (MCPs), it will deliver direct services and ensure compliance with program and MCP requirements.

Under the City's contract with the MCPs, the operator will prepare and code claims accurately, maintain complete service documentation, and collaborate with the City to resolve any claims issues to ensure timely and compliant billing. The City retains responsibility for final review and submission of all claims.

Recuperative care (medical respite) services is a California Advancing and Innovating Medi-Cal (CalAIM).

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Community Support (See the California Department of Health Care Services Community Supports Policy Guide). The City of Tracy seeks a qualified operator(s) to:

- Fully operate the site as interim housing with beds and meals and ongoing oversight of individuals' medical or behavioral health conditions (e.g., monitoring of vital signs, assessments, wound care, medication monitoring).
- Offer medically appropriate interim or permanent housing options upon exit.

The goal of recuperative care (medical respite) services is to provide a place for someone without a home to recover from an injury or illness (including behavioral health conditions).

The City of Tracy, Navigation Center serves people experiencing homelessness and helps them to achieve stability, self-sufficiency, and transition into permanent housing. The site provides housing navigation services and supports connections to medical care, substance use treatment, and case management for participants in a safe and low-barrier environment.

The population served in the recuperative care portion of the facility is adults without custody of minor children (defined as individuals who have no fixed, regular, and adequate nighttime residence). Admission to the site is based on meeting recuperative care criteria with an approved authorization from Managed Care Plans for their members.

The site will serve all residents of the City of Tracy regardless of their insurance status. Medi-Cal managed care plan members are eligible for recuperative care and short-term post hospitalization services while they are recovering from acute medical conditions, but generally for a time period not to exceed 6 months.

Shelter operations:

Consultant (also referred to herein as "Qualified operator") shall provide nonfaith-based, housing focused shelter services, including case management, meals, transportation, and laundry services to individuals experiencing or at risk of homelessness for up to 150 adults throughout the term of the agreement, at the shelter site located at 370 Arbor Avenue, Tracy, CA, 95304. Consultant will be responsible to oversee daily shelter operations of the shelter facility. In addition, Consultant will coordinate a range of on-site programs and services for residents in partnership with local and regional qualified operators. Consultant will be responsible for operation of the shelter throughout the duration of the Agreement. All work shall be performed in accordance with applicable codes, standards, and regulations.

In addition, there are 39 units of custom container space currently utilized as non-congregate individual emergency shelter units and may be operated and utilized for Behavioral Health Services/Bridge Housing supportive beds. The container site or parts of it may be managed by San Joaquin County Behavioral Health Services during some or nay part of this contract. These units will still be under the larger facility with food services being provided to this portion of the site through the qualified operator(s) of this contract. This will reduce the footprint for operations of the selected operator of up to 120 beds (70 in the Navigation Center and 48 Recuperative Care (medical respite).

The Navigation center portion of the site will support up to 70 beds in a congregate-type dormitory setting with the ability to have support services and community partners imbedded into the program. This portion of the site will be a triage space with most individuals transitioning to other parts of the site,

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whether it be to the recuperative care program, potential Behavioral Health/Bridge Housing units or in the Navigation Center while awaiting additional resources and referrals.

All shelter spaces are focused on cost recovery and available grant funds to operate the programs to ensure the City of Tracy can continue to provide these services to our most vulnerable residents.

In addition to the living spaces, the awarded qualified operator(s) will also operate a commercial kitchen to prepare meals for the residents. This will be up to 150 meals 2-3 times per day. All individuals tasked with working in the kitchen will need to hold a ServSafe certification and will need to provide copies of this prior to contract execution.

A low barrier shelter aims to provide immediate access to shelter space for people experiencing homelessness while reducing barriers for those who might not otherwise accept assistance. This will be the focus of the Navigation Center which means that a person will not be denied access to the shelter due to mental illness, substance use or for having a pet or personal belongings in their possession. However, low barrier does not mean there are no rules or boundaries at the shelter. Guests will be expected to agree to and abide by a code of conduct that respects and ensures the safety of all guests, staff, shelter facilities, and the surrounding community.

The shelter site also serves as a warming/cooling location during inclement weather and must be open for that purpose when the National Weather Service reports inclement weather conditions.

Scope of Services Requirements

1. 24/7 site management, including staffing for operations, security, and property management. Oversees daily 24/7 facility operations and maintenance.
2. Ability to accommodate pets and establish a pet policy for the shelter site.
3. Development and implementation of site rules and procedures. Rules shall be based on preventing conduct that harms others' health and safety and consider COVID-safe protocols.
4. Provide Site User Violations/Grievance Process and Procedures that includes:
    - Notice with specific information explaining misconduct and how it violated site rules.
    - Grievance process & meeting with site user; Reasonable Accommodation Process.
    - Just-cause required; and Referral to appropriate service/shelter alternatives if resident must leave.
5. Outreach to and coordination with other qualified operators from the County, local non-profit providers, hospitals/clinics, and other organizations to facilitate connections to services provided by those entities. County services may include but are not limited to housing navigation, mental health services, crisis intervention and benefit navigation.
6. Coordination with the community to address issues that arise in nearby areas.
7. Coordination with City outreach team to provide cohesive transition from unsheltered locations to the shelter.
8. Coordination with other qualified onsite operator(s) from the County, local non-profit providers, hospitals/clinics, and other organizations to foster positive relationships and address potential issues collaboratively. This includes respecting each other's space and establishing clear communication channels for resolving concerns.
9. Provide a "Good Neighbor Policy" that includes:
    - Notice with specific information detailing key elements of a Good Neighbor Policy between onsite providers that includes respecting boundaries, cleanliness and

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maintenance, communication and collaboration, conflict resolution, shared goals and resources, emergency procedures and establishing a clear process for addressing and resolving issues and escalating concerns.

10. Security to include the prohibition of narcotics, alcohol, weapons of any kind, and other potentially dangerous materials (such as propane cannisters, propane lighters, kerosene lanterns, etc.). Prescription medications must be inventoried. Narcotics and alcohol use is not permitted at the site. A Narcan policy must be established and implemented.
11. Intake of persons entering site in coordination with outreach team, including demographic information for HUD and HMIS reporting purposes.
12. Provide three meals daily to all shelter guests in a commercial kitchen setting. All individuals tasked with working in the kitchen will need to hold a ServSafe certification and will need to provide copies of this prior to contract execution.
13. Provide onsite volunteer coordinator to manage and organize client services and communications with outside qualified operators to schedule events and/or day services for clients at the shelter.
14. Day support services to include but are not limited to; substance use disorder education/support groups, mental health education/support groups, trauma education/support groups, resume building, domestic violence classes/support groups, AA/NA groups, celebrate recovery, workforce development, adult school/general education classes and life skills. All classes need be conducted by licensed professionals in their area of expertise. A weekly calendar will be provided to shelter guests and City staff.
15. Adoption of a City designated case management plan to ensure ongoing case management support at the shelter site. Qualified operator(s) will provide ongoing case management services on an individual basis to ensure residents receive the appropriate services and support. This includes life skills, workforce resources and educational support.
16. Housing navigation support to be imbedded into the shelter program. This shelter is a required Housing Focused model shelter program.
17. Provide reports of performance measurements and metrics of the shelter's daily activity and progress to the City as requested.
18. Transportation to other qualified operator appointments as needed.
19. The City will apply to the Cal Aim Initiative program as the qualified operator(s) with the incoming qualified operator(s) supporting as the implementor of the program once application is approved.
20. Participate in all San Joaquin Continuum of Care board meetings and applicable sub-committee meetings.
21. Keep up to date all client records on site and ensure that they are in accordance with all requests made by the City. City staff will conduct an initial file review within the first 90 days of operations and a mid-year file review to follow up on any issues found in the initial review. Ongoing file and site review will be conducted on a yearly basis with follow ups as needed.
22. The City will pursue funding opportunities and/or partnerships to support shelter operations with ongoing assistance from the qualified operator(s).
23. Knowledge of recuperative care, Behavioral health programs to support implementation of additional programs at shelter site is required.
24. The qualified operator(s) is required to adhere to DHCS CS policy guide.
25. Clinical model (including scope of care), on-site or coordinated medical support, and staffing qualified to manage recuperative needs.
26. Detailed model for housing assessments, placement, documentation support, and follow-up services, with dedicated trained staff.
27. Demonstrated capability to submit claims billing/EDI report for MCPs in accordance with CalAIM Data Guidance: Billing and Invoicing between ECM/CS Providers and MCPs, or other payers.

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28. Readiness to deliver Community Supports in accordance with DHCS Community Supports Policy Guide Volume 2.
29. MOUs or working relationships with hospitals, health plans, BH providers, CoC, and housing agencies.
30. Approach to serving BIPOC, LGBTQ+, justice-involved, and other vulnerable populations, including trauma-informed and inclusive practices.
31. Qualified operator(s) are required to respond to all requests and inquiries as outlined in the agreement, including regular, urgent and emergent needs related to the service provision.

The Qualified operator shall operate a year-round, nonfaith-based, temporary emergency shelter for up to 150 adults (Phase II, Phase III, and Phase IV of the project), providing shelter 365 days a year, 24 hours a day, 7 days a week. In addition, the qualified operator will coordinate a range of on-site programs and services for clients in partnership with local and regional qualified operators.

The Qualified operator will be responsible for operation of the shelter throughout the duration of the Agreement. All work shall be performed in accordance with applicable codes, standards, and regulations. **The City will cover the cost of occupancy and monthly utilities to include electrical expenses, water, wastewater and recycling.**

Qualified operator(s) will be responsible for the City trash.

The Qualified operator shall work and coordinate with City staff on all aspects of the design and specifications of the emergency shelter.

Repairs, Maintenance, Additions and Reconstruction

Throughout the term of the Agreement, the Qualified operator will be required, at the Qualified operator's sole cost and expense, to keep and maintain the shelter and any and all improvements now or hereafter constructed and installed in the facility in good order, condition and repair and in a safe and sanitary condition and in compliance with all applicable laws in all material respects including, but not limited to, the landscaping, hardscaping, plumbing systems, fluorescent ceiling- mounted electric light fixtures; bulbs for fluorescent lights and related switches; windows; doors and locks, interior/non-structural/above-slab elements of the facility and all furnishings and equipment thereon, if applicable, and improvements constructed thereon in good order and repair (reasonable wear and tear excepted), and to keep said facility in a neat, clean, orderly, safe, and sanitary condition. Said maintenance includes, but is not limited to, janitorial services, flooring care and the prevention of accumulation of any refuse or waste materials that might constitute a fire hazard or a public or private nuisance. Qualified operator does not carry out its repair, maintenance, addition, and reconstruction obligations as set forth herein, the City may (without any obligation to do so) carry out said obligations on the Qualified operator's behalf. In such event, within five (5) days of the City's demand, Qualified operator shall pay the City the amount equal to the monies paid by the City in carrying out the Qualified operator's obligations, with interest accruing at the maximum amount allowed pursuant to California law beginning on the sixth (6^{th}) day after such demand until payment is made to the City.

Security

The Qualified operator will ensure that adequate security measures and policies are incorporated into the emergency shelter's operation, including but not limited to security plans, secured entrances, on-site security personnel, video recording equipment, adequate lighting, law enforcement patrols, and neighborhood safety controls. Detailed security procedures and protocols will be included in the

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Operating Plan developed by the Qualified operator in conjunction with the City of Tracy, as described further below.

At all times during the term of the agreement, at Qualified operator's sole cost and expense, will be required to:

a) Observe and comply in all material respects with all Laws now or hereafter made or issued respecting the facility and/or the improvements that are applicable to the Qualified operator.

b) The Qualified operator shall provide the City with the copies of all approvals, permits, and licenses within 14 days of a written request by the City.

In the event that Qualified operator does not carry out its security obligations, the City may hire a third party to carry out such obligations at the Qualified operator's sole cost and expense.

Building & Fire Safety Requirements

In addition to the requirements contained in the California Building and Fire Codes, the Qualified operator shall:

1. Obtain the proper permits and fire certifications prior to occupancy.
2. Post emergency telephone numbers near each telephone including, but not limited to, 9-1-1' and poison control.
3. Provide a plan for power outages, earthquakes or other natural disasters.
4. Provide 2A:10BC fire extinguishers at a maximum spacing of 75 feet.
5. Not allow cooking inside the building, except inside the commercial kitchen.
6. Not allow smoking at any time within the buildings and auxiliary buildings, and not within 20 feet of main entrances, exits, and operable windows. Signage must be posted.
7. Post fire exit diagrams.
8. Post signs for AED machine and ensure staff is trained on how to administer
9. Post parking rules based on City of Tracy Municipal codes. Clients may only have one operable vehicle onsite at any given time of their shelter stay. If their vehicle becomes inoperable during their shelter stay, they will have a set time, based on their individual circumstance to fix their vehicle and or remove it from the site. Car registration must exhibit registration in the shelter clients name or cannot be stored on site.

Service Animals/Pets

To protect the health and safety of guests, staff, and visitors, pets, livestock, and non-domesticated animals are prohibited from entering the emergency shelter site, with the exception of:

- Guide and hearing assisting dogs.
- Guests who would not seek shelter without their companion animal present. If an animal is granted access to the shelter, the security staff must be notified, and accommodations will be made.

In addition, all pets entering the shelter site must be up to date on their vaccinations and have completed spay/neuter prior to entry. Pet owner assumes all responsibility for their pet and their ongoing needs.

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Operating Plan

The qualified operator shall create a Management and Operations Plan, which must be approved by the City of Tracy in its sole and absolute discretion. The qualified operator's scope will include working with the City of Tracy to tailor the Management and Operations Plan to the planned operation of the emergency shelter. The qualified operator shall submit its policies and procedures to the City of Tracy for the shelter program including, but not limited to, all aspects of the shelter programs, management plan, staff responsibilities, staff coordination and policies and procedures. The qualified operator will cooperate with the City of Tracy to secure approval of these policies and procedures. This will include the qualified operator making any revisions to the policies and procedure documents as necessary to address requests by the City, County, or applicable government agency. This plan should include but is not limited to: taking appropriate action for medical/mental health emergencies of participants, the use of the Homeless Management Information System (HMIS) to track occupancy and adhere to all implementation guidelines developed under the County's Continuum of Care Program, and engaging with health care and social services agencies, local agencies and social services programs, and volunteers to assist with the shelter program. In addition, the City is requesting the qualified operator(s) provide a case management plan and provide steps to how the case management plan will be executed with shelter guests during their stay at the shelter site. This includes incorporating the day services and other supportive services into the plan. Operator will provide both the Management and Operations Plan and case management plan within 90 days of contract execution.

Staffing and Training

The Qualified operator shall:

1. Ensure there are trained staff members during all hours of operation at the shelter. Staff must be 18 years of age or older.
2. Be required to create the following policies/procedures prior to contract execution:
    - First-aid, AED and CPR
    - Fire and emergency procedures, including the proper use of fire extinguishers and evacuation plan.
    - Client complaint and grievance procedures.
    - Narcan policy.
    - Non-discrimination policy.
    - Drug free workplace policy.
    - Sexual harassment policy.
    - Client confidentiality requirements.
    - Organization chart, including the appropriate lines of authority and communication.
    - Safety Plan to provide separate space and adequate supervision for clients during emergencies (ex: hepatitis, COVID -19).
    - Participate in HMIS data collection, data entry, and submission deadlines.
    - Ensure staff is oriented to the special needs of individuals who are homeless, experience mental health issues, substance abuse issues, or intimate partner/domestic violence issues and trauma informed care.
    - Ensure staff has received mental health awareness and cultural, diversity/sensitivity training.
    - Create a staffing plan that includes provisions to maintain safety and security in and around the perimeter of the shelter.
    - Provide accessibility and accommodations for individuals with disabilities.
    - Have a written policy of client responsibilities that is readily available to all clients.

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- Acquire any required permits and approvals for the provision of the required services.
- Keep up to date all client records on site and ensure that they are in accordance with all requests made by the City.
- Ensure that the staff members complete all Managed Care Plan required training. The information is documented and made available upon request.

Operating Agreement

In addition to the qualified operator's obligation to indemnify the City as set forth elsewhere in the Agreement, the qualified operator shall, to the maximum extent permitted by law, defend, and hold the City of Tracy harmless from and against any and all claims or damage to person or property relating to or arising in whole or in part, directly or indirectly, from the qualified operator's management and operation of the shelter and/or relating in any way to the shelter.

Low Barrier Access

The shelter shall be considered a "low-barrier" facility for purposes of guest access, and any entry screening, barriers, or conditions to access shall be defined in the Operations and Management Plan, as such may be approved by the City and reasonably necessary to accomplish the purposes of this Agreement, or as may otherwise be ordered by a court of law, or required by a settlement agreement to which the City of Tracy is a party. Except as required to comply with applicable law or court order, the shelter shall not be a "no-barrier facility, and shall have, at a minimum, access or entry conditions for guests that are substantially similar to those utilized by the other emergency shelters or navigation centers, and screening for felony warrants or registration as a sex offender as may be included in the Operations and Management Plan. The Qualified operator is responsible to make all reasonable efforts to assist all eligible clients in securing enrollment into Social Security (SSI).

Reports

Qualified operator shall submit reports monthly to the City of Tracy and, if requested by the City, to the San Joaquin County Continuum of Care. Data and due dates for the monthly reports will be items mutually agreed upon with the City. At least once per year, to be completed contemporaneously with the Annual Report, the Parties may cause a third-party to review and assess the day-to-day operational affairs of the shelter and prepare an Annual Report to be presented to the City of Tracy.

The Qualified operator(s) will be required to enter client level data in the San Joaquin County Homeless Management Information System (HMIS) for each client accessing the shelter. The HMIS is a database used by the San Joaquin County Continuum of Care (SJCoC) for the purpose of recording and storing client-level information on the characteristics and service needs of those experiencing homelessness.

The qualified operator(s) is also responsible for communicating with the Coordinated Entry Lead Agency which is San Joaquin County's local 211 for appropriate referrals once entered into the shelter. This includes having the individual complete a Vulnerability Index which assists providers in determining the individuals housing needs and available options.
To participate in the SJCoC, Contributing HMIS Organizations (CHOs) must have an Agency Partner Agreement and a Data Sharing Memorandum of Understanding with the SJCoC. For more information visit: www.sanjoaquincoc.org

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Agreement Provisions Between City of Tracy and Subcontracted Qualified operator(s)

1. **Scope of Services**
   The City acknowledges that appropriate staff-to-MCP member ratios and required staff qualifications vary across the listed Community Supports services (e.g., Recuperative Care/Medical Respite and Short-Term Post-Hospitalization Housing). The operator is expected to ensure that staffing models, credentials, supervision, and service delivery align with the applicable requirements in the DHCS Community Supports Policy Guide (Volume 2) for each service.

   The Community Supports services listed below are included for the duration of the operator agreement and will be implemented using a phased approach, consistent with the City's implementation plan and operational readiness.

   - Housing Navigation Services
   - Medical Recuperative Care (Medical Respite)
   - Short-Term Post-Hospitalization Housing

2. **Compliance with DHCS Policy Requirements**
   The subcontracted qualified operator(s) shall comply with all applicable DHCS guidelines, service standards, and documentation requirements as set forth in the **DHCS Community Supports Policy Guide** and any applicable Managed Care Plan (MCP) policies. This includes, but is not limited to, eligibility verification, service delivery documentation, care coordination, and reporting requirements.

3. **Coordination and Communication**
   The subcontracted qualified operator(s) shall participate in care coordination activities as required by the primary CS qualified operator(s) and the MCP. This includes timely sharing of assessments, service plans, progress updates, and participation in multidisciplinary case conferences when appropriate.

4. **Billing and Claims Submission**
   The subcontracted qualified operator(s) agrees to submit claims and encounter data in accordance with the billing guidelines specified by the contracted CS qualified operator(s) and in compliance with MCP and DHCS requirements. The sub-qualified operator(s) must maintain accurate service records to support all claims.

5. **Quality Assurance and Monitoring**
   The subcontracted qualified operator(s) will participate in quality monitoring activities, including site visits, record reviews, and performance evaluations conducted by the contracted CS operator(s). The sub qualified operator(s) must implement corrective actions as needed to address any identified deficiencies.

6. **Data Privacy and Confidentiality**
   The subcontracted qualified operator(s) shall comply with all federal, state, and local laws regarding the confidentiality and security of client information, including but not limited to HIPAA, 42 CFR Part 2 (if applicable), and DHCS requirements.

7. **Non-Duplication of Services**
   The subcontracted qualified operator(s) shall ensure that services provided under this

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agreement do not duplicate or supplant services funded by other programs, in accordance with DHCS guidance.

8. **Subqualified operator(s) Qualifications**
   The subcontracted qualified operator(s) must meet all staffing qualifications and training requirements as outlined in the **DHCS Community Supports Policy Guide**, including cultural competence and trauma-informed care standards.

9. **Term and Termination**
   This agreement shall remain in effect for the duration specified herein unless terminated earlier by either party with written notice, subject to the terms of the contract. Termination provisions shall ensure continuity of care for active clients.

10. **Reference Documents**
    This agreement incorporates by reference the **DHCS Community Supports Policy Guide** and any applicable MCP guidelines. Both parties agree to adhere to all applicable updates to these documents.

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EXHIBIT B – Compensation

ATTACHMENT B: Proposed Annual Operating Budget
City of Tracy Temporary Emergency Housing Facility
Restorative Pathways

Personnel Costs

Position Title	Name	Position Type	Hours / Week on Project	FTE	Hourly Wage	Worked Hours Gross Pay (WHGP)	Health Benefit*	Life Insurance*	Workers Comp Insurance*	F.I.C.A USMEDEE	F.I.C.A USSOCEE	Total
							13.85% of WHGP	0.5% of WHGP	1% of WHGP	1.45% of WHGP	6.2% of WHGP	23% Benefits
Chief Program Officer	Helen Ayala	Full-Time	12	30%	$84.13	$52,500	$7,271	$262	$525	$761	$3,255	$64,575
Director of Residential Services	Cindy Ortega	Full-Time	18	45%	$69.71	$65,250	$9,037	$326	$653	$946	$4,046	$80,258
Facility Manager	To be hired (TBH)	Full-Time	40	100%	$35.00	$72,800	$10,083	$364	$728	$1,056	$4,514	$89,544
Program Coordinator	TBH	Full-Time	40	100%	$32.00	$66,560	$9,219	$333	$666	$965	$4,127	$81,869
Nurse Practioner	Gina Tyra	Full-Time	10	25%	$81.73	$42,500	$5,886	$212	$425	$616	$2,635	$52,275
Nurse	TBH	Full-Time	40	100%	$65.00	$135,200	$18,725	$676	$1,352	$1,960	$8,382	$166,296
Medical Assistant	TBH	Full-Time	40	100%	$45.00	$93,600	$12,964	$468	$936	$1,357	$5,803	$115,128
Peer Advocates	TBH	Full-Time	296	740%	$25.00	$384,800	$53,295	$1,924	$3,848	$5,580	$23,858	$473,304
Case Managers	TBH	Full-Time	160	400%	$35.00	$291,200	$40,331	$1,456	$2,912	$4,222	$18,054	$358,176
Cook	TBH	Full-Time	80	200%	$25.00	$104,000	$14,404	$520	$1,040	$1,508	$6,448	$127,920
Counselor	TBH	Full-Time	40	100%	$48.08	$100,000	$13,850	$500	$1,000	$1,450	$6,200	$123,000
Neighborhood Liaison	TBH	Full-Time	40	100%	$30.00	$62,400	$8,642	$312	$624	$905	$3,869	$76,752
Volunteer Coordinator	TBH	Full-Time	20	50%	$28.00	$29,120	$4,033	$146	$291	$422	$1,805	$35,818
Director of HR	Megan Lantz	Full-Time	10	25%	$62.50	$32,500	$4,501	$163	$325	$471	$2,015	$39,975
HR Specialist	Patty Chang	Full-Time	40	100%	$36.06	$75,000	$10,388	$375	$750	$1,088	$4,650	$92,250
MediCal Billing and Complaince spe	TBH	Full-Time	80	200%	$48.08	$200,013	$27,702	$1,000	$2,000	$2,900	$12,401	$246,016
Director of Finance	Justin Luke Riley	Full-Time	10	25%	$62.50	$32,500	$4,501	$163	$325	$471	$2,015	$39,975
Payroll Specialist	Erin Collins	Full-Time	40	100%	$38.46	$80,000	$11,080	$400	$800	$1,160	$4,960	$98,400
Data Specialist	Samantha Sanford	Full-Time	40	100%	$25.00	$52,000	$7,202	$260	$520	$754	$3,224	$63,960
Maintenance Technician	TBH	Full-Time	40	100%	$45.00	$93,600	$12,964	$468	$936	$1,357	$5,803	$115,128
Total Personnel Costs:												**$2,540,617**

Operating Costs

Categories	Funding Request	Agency Match	Total Program	Justification
Occupancy	$0	$0	$0	Covered by the city; no direct cost included
Utilities:	$16,000	$0	$16,000	Only responsible fo the trash
Billing Systems	$40,000	$0	$40,000	Set up of billing systems, compliance and ongoing monthly fees
Security	$200,000	$0	$200,000	Security firm with trained staff that provide 24/7 on-site coverage and conduct daily security rounds
Office Supplies	$10,000	$0	$10,000	HMIS database subscriptions and general office needs
Equipment:	$10,000	$0	$10,000	Electronics, furniture (mattresses, tablets, tables)
Program Supplies	$40,000	$0	$40,000	Life skills materials, linens, art and clearing supplies, and client-related expenses (clothes, personal items)
Transportation Services	$20,000	$0	$20,000	Van services, bus passes, and emergency transport
Insurance Costs:	$50,000	$0	$50,000	Facility and liability insurance
Shelter Maintenance	$50,000	$0	$50,000	Routine repairs, maintenance supplies, upkeep
Staff Training Costs	$5,000	$0	$5,000	Training in trauma-informed care, harm reduction, de-escalation
Shelter Clients Meals	$330,000	$0	$330,000	3 nutritious meals daily
Laundry Services	$20,000	$0	$20,000	Laundry equipment, supplies, and maintenance
Janitorial Services	$80,000	$0	$80,000	Professional cleaning services
Additional Services	$0	$650,000	$650,000	Trauma Recovery Center, Housing, Outreach
Total Operating Costs:	**$871,000**	**$650,000**	**$1,521,000**	
Total Agency Match:		**$650,000**		
Indirect 15%	**$511,743**			audit expenses, portion of ED, CFO, & COO staff, Clinical supervisor, administrative office supplies, IT suppor
Total Grant Request:	**$3,923,360**			

The agency match represents any funding contributions by the applicant. An agency match is not required per RFP guidelines.

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EXHIBIT B – Compensation (Continued)

Documentation of Project Expenses

RP will document all expenses to ensure all costs related to the proposed project operating budget are appropriately tracked, verified, and reported. RP's expense documentation protocol includes:

Financial Documentation Procedures

- All personnel and operating costs will be tracked through our financial management systems, QuickBooks and Vena, with expense categories aligned directly with the budget line items.
- Each expense will be supported by appropriate documentation, including invoices, receipts, timesheets, payroll records, and service contracts that clearly demonstrate the expense was incurred for project purposes.
- Monthly internal financial reports will be generated to track actual expenses against budgeted amounts, enabling timely identification of any variances.
- A multi-level approval system will be utilized for all expenses, requiring appropriate authorization based on expense type and amount.

Personnel Cost Documentation

- Staff working on the project will complete detailed time sheets documenting hours worked specifically on project activities, with supervisor verification.
- Complete payroll records will be maintained showing gross wages, withholdings, and net pay amounts that correspond to the budget calculations.
- Records will be maintained documenting employer contributions for health benefits, life insurance, workers' compensation, and all tax payments as detailed in the personnel budget.

Operating Cost Documentation

- Formal agreements will be maintained for all ongoing services, including security, laundry and janitorial services, and maintenance.
- Monthly utility bills will be retained showing actual usage and costs for electricity, water, gas, and waste services.
- Detailed records will document all client-related expenses, including meals, transportation services, and program supplies, with information on how these expenses directly supported client needs.
- Equipment purchases will be documented with invoices, receipts, and asset tracking information.

Compliance and Audit Readiness

- All documentation will meet or exceed funder requirements for expense verification and reporting.
- Quarterly internal audits will verify that all expenses are properly documented and align with the approved budget.
- All financial records and supporting documentation will be retained for a minimum of seven years or as required by funding sources.
- Electronic copies of all financial documentation will be securely stored and organized by budget category, expense type, and date for easy retrieval during audits.

AWARD OF SERVICE CONTRACT FOR TEMPORARY EMERGENCY HOUSING FACILITY OPERATOR

February 17, 2026

OVERVIEW

- Request For Proposal (RFP) Timeline
- Proposal Evaluation Criteria
- RFP Review Process
- Ranking Results and Recommendation
- Services to be provided in contract
- Contract Term

RFP TIMELINE

Key Dates	
RFP Released	June 26, 2025
RFP Pre-Proposal Meeting	July 10, 2025, at 6:00 PM
Deadline for RFP Questions	July 18, 2025, at 5:00 PM
Proposal Deadline	August 12, 2025, at 5:00 PM
Interview Dates	Week of September 8, October 13 & November 3 (included Technical and Executive Panels)
Anticipated City Council Contract Award	February 17, 2026
Contract Execution and Related Required Documentation	February 1- March 1
Anticipated Contract Start Date	May 1, 2026

PROPOSAL EVALUATION CRITERIA

Proposal Evaluation Criteria

Applicants that submit a proposal will be reviewed based upon the following criteria:

CATEGORY	POINTS
Past and current organizational experience in providing homeless services to the community a. Capability to operate a non-congregate and/or congregate low barrier shelter b. Provide recuperative care, short term post hospitalization housing, housing navigation and tenancy, housing deposit, and transitional rent services as defined by California Department of Health Care Services Community Supports Policy Guide. For joint applications, include a brief narrative describing past relevant projects that demonstrate the partnership's experience and collaboration	20
Applicant's organization readiness to carry out operations of an emergency low barrier shelter and ability to prepare and execute a plan	15
Adequacy of staffing plan and qualifications of key personnel	15
Qualified operator has the capacity and the experience to implement and bill for recuperative care, short term post hospitalization housing, housing navigation, housing deposit, and tenancy, and transitional rent services	10
Client service delivery – applicant can ensure client delivery of service, prepare and keep up to date outcomes	10
Proposed Annual operating budget with emphasis on how to provide appropriate documentation on expenses	15
Connection to and knowledge of the local community, necessary connections to local and regional service partners	5
Completeness, accuracy, and quality of proposal	5
One operator for all program components (points are all or nothing)	5
Total Points Possible	100 points

REVIEW PROCESS

Five Responsive Proposals Received by August 12th Deadline:

- The Salvation Army Stockton
- Five Keys
- Restorative Pathways
- G.L.O.M.
- Village of Love

Proposals were reviewed by the Technical Panel consisting of six (6) internal and external subject matter experts:

- Individually ranked proposals
- Virtual interviews with proposers

Proposals were reviewed by an Executive Panel consisting of three (3) City leadership one (1) city contracted consultant for medical respite expertise:

- In person interviews with additional members of their teams
- Site visits

No members of each panel were duplicated from another panel.

PROPOSAL RANKING

Ranking	Entity Name	Proposed Annual Operating Cost
1	Restorative Pathways	$3.9 Million
2	Five Keys	$6.2 Million
3	Village of Love	$2.9 Million
4	G.L.O.M.	$9.5 Million
5	The Salvation Army Stockton	$4.1 Million

SERVICES PROVIDED

- Consultant (also referred to herein as "Qualified operator") shall provide nonfaith-based, housing focused shelter services, including case management, meals, transportation, and laundry services to individuals experiencing or at risk of homelessness for up to 150 adults throughout the term of the agreement, at the shelter site located at 370 Arbor Avenue, Tracy, CA, 95304.

- Consultant will be responsible to oversee daily shelter operations of the shelter facility. In addition, Consultant will coordinate a range of on-site programs and services for residents in partnership with local and regional qualified operators.

- Consultant will be responsible for operation of the shelter throughout the duration of the Agreement. All work shall be performed in accordance with applicable codes, standards, and regulations.

- Under this Agreement, qualified operator(s) will manage two programs at the same City site.
  - Program 1: Recuperative care services in the non-congregate area of the campus.
  - Program 2: Low barrier emergency shelter housed in the congregate sprung structure area which will include oversight of a commercial kitchen.

TERM

- Initial 13-month term (start up and 1-year satisfactory performance)
  - Effective May 1, 2026 through June 30, 2027
- Option to extend for an additional year, up to four (4) additional one-year extensions with yearly assessment of satisfactory performance.
  - If all extensions are applied, the Agreement will expire on June 30, 2031.
- Not to exceed $3.9 million annually

THANK YOU

TRACY

APPROVED AS TO FORM AND LEGALITY

_____

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

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(1) WAIVING THE REVIEW OF THE TRACY HOMELESSNESS ADVISORY COMMITTEE PER SECTION 4.3.1 AND 4.3.2 IN THE COUNCIL MEETING PROTOCOLS AND RULES OF PROCEDURE ADOPTED BY REVISED RESOLUTION NUMBER 2023-102;

(2) APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH RUBY'S PLACE, INC. (RESTORATIVE PATHWAYS) TO SERVE AS THE CITY'S SHELTER OPERATOR FOR THE TEMPORARY EMERGENCY HOUSING FACILITY, WITH AN INITIAL TERM FROM MAY 1, 2026 THROUGH JUNE 30, 2027, FOR A NOT-TO-EXCEED AMOUNT OF $3.9 MILLION PER FISCAL YEAR; AND

(3) AUTHORIZING THE CITY MANAGER TO APPROVE UP TO FOUR (4) ADDITIONAL ONE-YEAR EXTENSIONS UPON WRITTEN RECOMMENDATION FROM THE DIRECTOR OF PARKS, RECREATION, AND COMMUNITY SERVICES THAT THE PROPOSER HAS SATISFACTORILY MET ALL REQUIREMENTS OF THE AGREEMENT. IF ALL EXTENSIONS ARE APPLIED, THE AGREEMENT WILL EXPIRE ON JUNE 30, 2031.

WHEREAS, pursuant to the City Council's reaffirmation of the emergency shelter crisis in August of 2022, the City Manager authorized staff to identify permanent and emergency alternative housing options for the unsheltered population within the city limits; and

WHEREAS, these efforts led to the development of a "campus concept" providing temporary housing and supportive services to individuals experiencing homelessness at the City's Temporary Emergency Housing Facility (TEHF), located at 370 W. Arbor Road, Tracy, California; and

WHEREAS, on June 26, 2025, staff issued a Request for Proposals (RFP) to identify a qualified operator to manage and operate the TEHF and Navigation Center; and

WHEREAS, the RFP was posted on the City's website, and five (5) proposals were received by the deadline of August 12, 2025; and

WHEREAS, following proposal evaluations, interviews, and site visits, Restorative Pathways, formerly known as Ruby's Place, was ranked as the highest-rated proposer and determined to be the most qualified entity to operate the City's TEHF; and

WHEREAS, staff recommends entering into a Professional Services Agreement (PSA) with Ruby's Place, Inc. (Restorative Pathways) with an initial term from May 1, 2026 through June 30, 2027, for start-up and review of satisfactory performance, with a not-to-exceed annual cost of $3.9 million dollars; and

WHEREAS, the Agreement also authorizes the City Manager to approve up to four (4) additional one-year extensions, upon recommendation from the Director of Parks, Recreation, and Community Services, subject to satisfactory performance and budget appropriation. If all extensions are applied, the Agreement will expire on June 30, 2031; and

WHEREAS, pursuant to Sections 4.3.1 and 4.3.2 of the Council Meeting Protocols and Rules of Procedure, as adopted by revised Resolution No. 2023-102, the City Council may waive review by the Tracy Homelessness Advisory Committee; and

WHEREAS, funding for this PSA is included in the General Fund's adopted operating budget for Fiscal Year 2025–2026. Funding for subsequent years will be considered and allocated through the City's annual budget process, subject to City Council appropriation. The not-to-exceed provision provides fiscal control while allowing for adjustments related to service demands, program implementation, and operational requirements associated with shelter operations and medical respite services; and

NOW, THEREFORE, be it resolved as follows:

RESOLVED: That the City Council of the City of Tracy finds and determines that the foregoing recitals are true and correct and are hereby incorporated herein as findings and determinations of the City; and be it,

FURTHER RESOLVED: The City Council hereby waiving the review of the Tracy Homelessness Advisory Committee per Section 4.3.1 and 4.3.2 in the Council Meeting Protocols and Rules of Procedure adopted by revised Resolution number 2023-102; and be it

FURTHER RESOLVED: That the City Council hereby finds that Ruby's Place, Inc. (Restorative Pathways) possesses the experience, qualifications, and capacity necessary to operate the Temporary Emergency Housing Facility and has satisfactorily demonstrated the ability to meet the City's operational and service requirements; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy hereby approves and authorizes the execution of a Professional Services Agreement with Ruby's Place, Inc. (Restorative Pathways) to operate the City's Temporary Emergency Housing Facility located at 370 W. Arbor Road, attached as Exhibit 1, with an initial term from May 1, 2026 through June 30, 2027, for start-up and review of satisfactory performance and a not-to-exceed annual cost of $3.9 Million Dollars; and be it

FURTHER RESOLVED: The City Council of the City of Tracy hereby further approves and authorizes the City Manager to approve up to four (4) additional one-year extensions, upon recommendation from the Director of Parks, Recreation, and Community Services, subject to satisfactory performance and budget appropriation. If all extensions are applied, the Agreement will expire on June 30, 2031; 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 2026- _____was adopted by the Tracy City Council on the 17th day of February 2026, 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:_____
APRIL B.A. QUINTANILLA
City Clerk and Clerk of the Council of
the City of Tracy, California

Attachments:

(1) Professional Services Agreement-Restorative Pathways

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CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
Ruby's Place, Inc.

This Professional Services Agreement ("Agreement") is entered into between the City of Tracy, a municipal corporation ("City"), and Ruby's Place, Inc. a California Corporation ("Consultant"). City and Consultant are referred to individually as "Party" and collectively as "Parties."

RECITALS

A. City desires to retain the professional services of Consultant to operate a year-round 24/7 congregate and non-congregate, low-barrier Temporary Emergency Housing Facility and Navigation Center for individuals experiencing homelessness in the City of Tracy as further described herein and in Exhibit A.

B. On June 26, 2025, the City procured services by a Formal Request for Proposals process for the Scope of Work defined below. On August 12, 2025, Consultant submitted its proposal for the Scope of Work to the City. Pursuant to Tracy Municipal Code 2.20.140 the City has determined that the Consultant demonstrated that it was the best qualified and most responsible proposer, and best fits the City's needs for competence and professional qualifications necessary for the satisfactory performance of the Scope of Work defined below in Exhibit A.

C. After negotiations between the City and Consultant, the Parties have reached an agreement for Consultant's professional services as set forth in this Agreement.

D. This Agreement was approved on [DATE] pursuant to Tracy Municipal Code Section 2.20.140 City Council Resolution No. 2026-_____.

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

1. Scope of Work. Consultant shall perform the professional services, tasks, and scope of work described in Exhibit A attached hereto and incorporated herein by this reference ("Scope of Work"). The Scope of Work shall be performed by, or under the direct supervision of, Consultant's "Authorized Representative": Sophora Acheson, Chief Executive Officer. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit A, nor shall Consultant use or replace any subcontractor or subconsultant, without the City's prior written consent. The City may terminate this Agreement if Consultant makes any such change or uses or replaces any such subcontractor or subconsultant. Unless otherwise stated on Exhibit A, Consultant shall furnish, at its own expense, the materials, equipment, supplies, and other resources necessary to perform the Scope of Work. The City reserves the right to contract with other firms and/or consultants during the term of this Agreement to provide the City with the same or similar Scope of Work as described in Exhibit A.

2. Time of Performance. Time is of the essence in the performance of the Scope of Work under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. If dates for performance are set out in Exhibit A, Consultant shall begin performance, and shall complete all required Scope of Work no later than the dates set forth in Exhibit A. Any services for which times for performance are not specified in this Agreement shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. If Exhibit A indicates that

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Scope of Work shall only be performed upon request, or if the City otherwise communicates the same to Consultant, Consultant shall not perform said Scope of Work until the City requests such performance. Consultant shall submit all requests for time extensions to the City in writing no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. The City may grant or deny such requests in its sole and absolute discretion.

2.1 Term. The term of this Agreement shall commence on May 1, 2026 and expire and terminate automatically on June 30, 2027 or earlier by termination pursuant to Section 6 of this Agreement ("Term"). Subject to the Not-To-Exceed Amount defined in Section 3.1, the Term of this Agreement may be extended with express written amendment incorporating this Agreement signed by both Parties and one of the following City approvals: (a) City Council approval or (b) City Manager approval. An option to extend additional years shall be subject to an annual review of the Consultant's performance. Continuation of the Agreement beyond each contract year shall be contingent upon the City's determination, made annually, that the Consultant has satisfactorily performed all requirements of this Agreement, based on performance evaluations conducted by the City. Upon recommendation from the Director of Parks, Recreation and Community Services to the City Manager, the City Manager may approve one or more annual extensions, in any combination, not to exceed a total agreement length of six (6) years, upon written determination by the City that the Consultant has satisfactorily met all requirements of this Agreement. If all extensions are applied, the ending date of the Agreement will be June 30, 2031.

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

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed $3,923,360 (Three Million, Nine Hundred Twenty-Three Thousand, Three Hundred Sixty) Dollars per year. Notwithstanding the foregoing, the payment of any funds under this Agreement shall be subject to the City of Tracy appropriation of funds for the Scope of Work.

- Shelter bed utilization must be maintained at 90% for the length of the contract term. If bed utilization is lower than the 90% threshold on average during any performance period, the city will evaluate cause and adjust the contract amount based on city needs.

- Community Supports Services claims/EDI submissions must maintain an acceptance rate of 90% or higher.

- Compensation under this Agreement is contingent upon the authorized bed capacity approved by the City. In the event the City reduces bed capacity, phases, or shelter components, compensation shall be adjusted proportionally to reflect the reduced scope of operations.

- A reduction in shelter capacity or removal of units shall not constitute a termination for convenience or entitle Consultant to any termination-related compensation

This Agreement shall automatically terminate in the event that such funds are not appropriated. Unless specifically stated otherwise or agreed to in writing and approved by City Council, the fees proposed by Consultant, as set forth in Exhibit B hereto, shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement. It is understood and agreed that Consultant may not receive compensation up to the Not-to-Exceed Amount (or any other amount), and Consultant's total

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compensation under this Agreement will depend on the Scope of Work requested and approved by the City. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the "Not-to-Exceed Amount" provided in this section without the City's prior written approval.

3.1.1 City Budget Limitations. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year for this Agreement. If funds are appropriated for a portion of the fiscal year, this Agreement will automatically terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the City Council. Consultant's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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

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

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

3.2.3 Consultant shall submit invoices no later than 90 days after completion of a portion of the Scope of Work. City has no obligation to pay invoices delivered greater than 90 days after the date of performance of the Scope of Work.

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

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

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

4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against, and 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

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

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

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

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

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

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

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

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

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

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

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

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

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the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

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

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

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

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

6. Termination. The City may terminate this Agreement in its sole and absolute discretion, without cause, by giving thirty (30) days' written notice to Consultant. Within five (5) days of such a termination, Consultant shall return and deliver to City all original documents relating to the Scope of Work in Consultant's possession or control, including, without limitation, preliminary drafts and supporting documents, and any other documents prepared by Consultant pursuant to this Agreement. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date the termination notice is given.

7. Ownership of Work. All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's Scope of Work, upon termination of this Agreement, or within five (5) days of any demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

8. Independent Contractor Status. Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits. Consultant shall be solely responsible for, and shall save the City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and state income tax withholding and all other regulations governing employer-employee relations.

9. Conflicts of Interest. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest. The Consultant represents that it is familiar with the local and state conflict of interest laws and agrees to comply with those laws in performing this Agreement. The Consultant represents and warrants that the representations made by the

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Consultant concerning unfair competitive advantage and conflicts of interest in connection with its submissions in response to the City's procurement for this Agreement were true and accurate both when made and as of the date of this Agreement. Consultant represents and warrants that it has not and shall not offer or deliver any City officer, public official, or employee any gifts or donations in violation of Federal, State and/or local law.

9.1 Levine-Act

The "Levine Act" prohibits County "officers" from participating in any action related to a contract if such member received political contributions totaling more than $250 within the previous twelve months, and for three months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract.

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

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

To the City:
City of Tracy
Attn: Brian MacDonald
Director of Parks, Rec and Community Services
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:
Ruby's Place, Inc. (Restorative Pathways)
Attn: Sophora Acheson
Chief Executive Officer
20800 Baker Rd
Castro Valley, CA 94546

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

12. General Provisions.

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

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

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

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

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

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

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

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

12.7 Repairs, Maintenance, Additions and Reconstruction. Throughout the term of the Agreement, the Qualified operator will be required, at the Qualified operator's sole cost and expense, to keep and maintain the shelter and any and all improvements now or hereafter constructed and installed in the facility in good order, condition and repair and in a safe and sanitary condition and in compliance with all applicable laws in all material respects including, but not limited to, the landscaping, hardscaping, plumbing systems, fluorescent ceiling- mounted electric light fixtures; bulbs for fluorescent lights and related switches; windows; doors and locks, interior/non-structural/above-slab elements of the facility and all furnishings and equipment thereon, if applicable, and improvements constructed thereon in good order and repair (reasonable wear and tear excepted), and to keep said facility in a neat, clean, orderly, safe, and sanitary condition. Said maintenance includes, but is not limited to, janitorial services, flooring care and the prevention of accumulation of any refuse or waste materials that might constitute a fire hazard or a public or private nuisance. City staff will perform routine inspections of the facility on a monthly basis and if any concerns or findings are found, the operator will have 30 days to assess and repair the findings. The operator should make every effort to ensure that

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they are performing their own assessments and oversight of the facility on an ongoing basis to mitigate any damage. Any concerns or issues with the site should be reported immediately to the city and subcontractors, if applicable. Notification of concern assists in mitigating more costly repairs and ensuring safety of the facility. If Qualified operator does not carry out its repair, maintenance, addition, and reconstruction obligations as set forth herein, the City may (without any obligation to do so) carry out said obligations on the Qualified operator's behalf. In such event, within five (5) days of the City's demand, Qualified operator shall pay the City the amount equal to the monies paid by the City in carrying out the Qualified operator's obligations, with interest accruing at the maximum amount allowed pursuant to California law beginning on the sixth (6^{th}) day after such demand until payment is made to the City. The operator will have 90 days, during their start up period, to submit a maintenance and operations plan to align with the Temporary Emergency Housing Facility identified maintenance and operational needs.

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

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

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

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

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

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

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

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

12.16 Expenses for Enforcement. Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees,

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shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

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

[Signature Page to Follow]

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As of the date of last signature below, the undersigned Parties agree to the full performance of the terms set forth in this Agreement and have caused this Agreement to be duly executed.

City of Tracy, a Municipal Corporation

By: _____
Dan Arriola

Title: Mayor

Date: _____

Attest:

_____
April B. A. Quintanilla, City Clerk

Approved as to form:

_____
L. David Nefouse, City Attorney

Ruby's Place, Inc.

By: Signed by: Sophora Acheson 8CE77EA94D7B4C9... _____
Sophora Acheson

Title: Chief Executive Officer

Date: 1/27/2026 | 9:41 AM PST

Federal Employer Tax ID No. 94-2212241

By: Signed by: Justin Luke Riley 89A2FE5E4D10477... _____
Justin Luke Riley

Title: Chief Financial Officer

Date: 1/27/2026 | 10:23 AM PST

Exhibits:

A. Scope of Work
B. Compensation

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EXHIBIT A - Scope of Work

Scope of Services

Consultant (also referred to herein as "Qualified operator") shall provide nonfaith-based, housing focused shelter services, including case management, meals, transportation, and laundry services to individuals experiencing or at risk of homelessness for up to 150 adults throughout the term of the agreement, at the shelter site located at 370 Arbor Avenue, Tracy, CA, 95304. Consultant will be responsible to oversee daily shelter operations of the shelter facility. In addition, Consultant will coordinate a range of on-site programs and services for residents in partnership with local and regional qualified operators. Consultant will be responsible for operation of the shelter throughout the duration of the Agreement. All work shall be performed in accordance with applicable codes, standards, and regulations.

The qualified operator(s) will be responsible to run a shelter program for unsheltered individuals that includes a recuperative care component. This request is specific to oversight of the facilities/units and 24/7 care of individuals in the onsite program(s). Services provided will include the capacity to provide recuperative care and other Community Supports (CS) services, in alignment with the California Department of Health Care Services (DHCS) Community Support Policy Guide

The Consultant is a single organization capable of delivering high quality of services for both components. The Temporary Emergency Housing Facility (shelter) will assist people experiencing homelessness develop a pathway towards permanent housing, healthcare, and stability. Proposed onsite services include, but are not limited to, transportation, case management, referrals to state-licensed behavioral health services, social services, meals, showers, laundry service, 24/7 staffing, pet support, and security.

Under this Agreement, qualified operator(s) will manage two programs at the same city site.

Program 1: Recuperative care services in the non-congregate area of the campus.
Program 2: Low barrier emergency shelter housed in the congregate sprung structure area which will include oversight of a commercial kitchen, and ancillary buildings.

CalAIM Community Supports:

The qualified operator is responsible for the daily delivery and management of Community Supports (CS) services in accordance with the DHCS Community Support Policy Guide. While the operator will not hold a direct contract with Medi-Cal Managed Care Plans (MCPs), it will deliver direct services and ensure compliance with program and MCP requirements.

Under the City's contract with the MCPs, the operator will prepare and code claims accurately, maintain complete service documentation, and collaborate with the City to resolve any claims issues to ensure timely and compliant billing. The City retains responsibility for final review and submission of all claims.

Recuperative care (medical respite) services is a California Advancing and Innovating Medi-Cal (CalAIM).

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Community Support (See the California Department of Health Care Services Community Supports Policy Guide). The City of Tracy seeks a qualified operator(s) to:

- Fully operate the site as interim housing with beds and meals and ongoing oversight of individuals' medical or behavioral health conditions (e.g., monitoring of vital signs, assessments, wound care, medication monitoring).
- Offer medically appropriate interim or permanent housing options upon exit.

The goal of recuperative care (medical respite) services is to provide a place for someone without a home to recover from an injury or illness (including behavioral health conditions).

The City of Tracy, Navigation Center serves people experiencing homelessness and helps them to achieve stability, self-sufficiency, and transition into permanent housing. The site provides housing navigation services and supports connections to medical care, substance use treatment, and case management for participants in a safe and low-barrier environment.

The population served in the recuperative care portion of the facility is adults without custody of minor children (defined as individuals who have no fixed, regular, and adequate nighttime residence). Admission to the site is based on meeting recuperative care criteria with an approved authorization from Managed Care Plans for their members.

The site will serve all residents of the City of Tracy regardless of their insurance status. Medi-Cal managed care plan members are eligible for recuperative care and short-term post hospitalization services while they are recovering from acute medical conditions, but generally for a time period not to exceed 6 months.

Shelter operations:

Consultant (also referred to herein as "Qualified operator") shall provide nonfaith-based, housing focused shelter services, including case management, meals, transportation, and laundry services to individuals experiencing or at risk of homelessness for up to 150 adults throughout the term of the agreement, at the shelter site located at 370 Arbor Avenue, Tracy, CA, 95304. Consultant will be responsible to oversee daily shelter operations of the shelter facility. In addition, Consultant will coordinate a range of on-site programs and services for residents in partnership with local and regional qualified operators. Consultant will be responsible for operation of the shelter throughout the duration of the Agreement. All work shall be performed in accordance with applicable codes, standards, and regulations.

In addition, there are 39 units of custom container space currently utilized as non-congregate individual emergency shelter units and may be operated and utilized for Behavioral Health Services/Bridge Housing supportive beds. The container site or parts of it may be managed by San Joaquin County Behavioral Health Services during some or nay part of this contract. These units will still be under the larger facility with food services being provided to this portion of the site through the qualified operator(s) of this contract. This will reduce the footprint for operations of the selected operator of up to 120 beds (70 in the Navigation Center and 48 Recuperative Care (medical respite).

The Navigation center portion of the site will support up to 70 beds in a congregate-type dormitory setting with the ability to have support services and community partners imbedded into the program. This portion of the site will be a triage space with most individuals transitioning to other parts of the site,

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whether it be to the recuperative care program, potential Behavioral Health/Bridge Housing units or in the Navigation Center while awaiting additional resources and referrals.

All shelter spaces are focused on cost recovery and available grant funds to operate the programs to ensure the City of Tracy can continue to provide these services to our most vulnerable residents.

In addition to the living spaces, the awarded qualified operator(s) will also operate a commercial kitchen to prepare meals for the residents. This will be up to 150 meals 2-3 times per day. All individuals tasked with working in the kitchen will need to hold a ServSafe certification and will need to provide copies of this prior to contract execution.

A low barrier shelter aims to provide immediate access to shelter space for people experiencing homelessness while reducing barriers for those who might not otherwise accept assistance. This will be the focus of the Navigation Center which means that a person will not be denied access to the shelter due to mental illness, substance use or for having a pet or personal belongings in their possession. However, low barrier does not mean there are no rules or boundaries at the shelter. Guests will be expected to agree to and abide by a code of conduct that respects and ensures the safety of all guests, staff, shelter facilities, and the surrounding community.

The shelter site also serves as a warming/cooling location during inclement weather and must be open for that purpose when the National Weather Service reports inclement weather conditions.

Scope of Services Requirements

1. 24/7 site management, including staffing for operations, security, and property management. Oversees daily 24/7 facility operations and maintenance.
2. Ability to accommodate pets and establish a pet policy for the shelter site.
3. Development and implementation of site rules and procedures. Rules shall be based on preventing conduct that harms others' health and safety and consider COVID-safe protocols.
4. Provide Site User Violations/Grievance Process and Procedures that includes:
    - Notice with specific information explaining misconduct and how it violated site rules.
    - Grievance process & meeting with site user; Reasonable Accommodation Process.
    - Just-cause required; and Referral to appropriate service/shelter alternatives if resident must leave.
5. Outreach to and coordination with other qualified operators from the County, local non-profit providers, hospitals/clinics, and other organizations to facilitate connections to services provided by those entities. County services may include but are not limited to housing navigation, mental health services, crisis intervention and benefit navigation.
6. Coordination with the community to address issues that arise in nearby areas.
7. Coordination with City outreach team to provide cohesive transition from unsheltered locations to the shelter.
8. Coordination with other qualified onsite operator(s) from the County, local non-profit providers, hospitals/clinics, and other organizations to foster positive relationships and address potential issues collaboratively. This includes respecting each other's space and establishing clear communication channels for resolving concerns.
9. Provide a "Good Neighbor Policy" that includes:
    - Notice with specific information detailing key elements of a Good Neighbor Policy between onsite providers that includes respecting boundaries, cleanliness and

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maintenance, communication and collaboration, conflict resolution, shared goals and resources, emergency procedures and establishing a clear process for addressing and resolving issues and escalating concerns.

10. Security to include the prohibition of narcotics, alcohol, weapons of any kind, and other potentially dangerous materials (such as propane cannisters, propane lighters, kerosene lanterns, etc.). Prescription medications must be inventoried. Narcotics and alcohol use is not permitted at the site. A Narcan policy must be established and implemented.
11. Intake of persons entering site in coordination with outreach team, including demographic information for HUD and HMIS reporting purposes.
12. Provide three meals daily to all shelter guests in a commercial kitchen setting. All individuals tasked with working in the kitchen will need to hold a ServSafe certification and will need to provide copies of this prior to contract execution.
13. Provide onsite volunteer coordinator to manage and organize client services and communications with outside qualified operators to schedule events and/or day services for clients at the shelter.
14. Day support services to include but are not limited to; substance use disorder education/support groups, mental health education/support groups, trauma education/support groups, resume building, domestic violence classes/support groups, AA/NA groups, celebrate recovery, workforce development, adult school/general education classes and life skills. All classes need be conducted by licensed professionals in their area of expertise. A weekly calendar will be provided to shelter guests and City staff.
15. Adoption of a City designated case management plan to ensure ongoing case management support at the shelter site. Qualified operator(s) will provide ongoing case management services on an individual basis to ensure residents receive the appropriate services and support. This includes life skills, workforce resources and educational support.
16. Housing navigation support to be imbedded into the shelter program. This shelter is a required Housing Focused model shelter program.
17. Provide reports of performance measurements and metrics of the shelter's daily activity and progress to the City as requested.
18. Transportation to other qualified operator appointments as needed.
19. The City will apply to the Cal Aim Initiative program as the qualified operator(s) with the incoming qualified operator(s) supporting as the implementor of the program once application is approved.
20. Participate in all San Joaquin Continuum of Care board meetings and applicable sub-committee meetings.
21. Keep up to date all client records on site and ensure that they are in accordance with all requests made by the City. City staff will conduct an initial file review within the first 90 days of operations and a mid-year file review to follow up on any issues found in the initial review. Ongoing file and site review will be conducted on a yearly basis with follow ups as needed.
22. The City will pursue funding opportunities and/or partnerships to support shelter operations with ongoing assistance from the qualified operator(s).
23. Knowledge of recuperative care, Behavioral health programs to support implementation of additional programs at shelter site is required.
24. The qualified operator(s) is required to adhere to DHCS CS policy guide.
25. Clinical model (including scope of care), on-site or coordinated medical support, and staffing qualified to manage recuperative needs.
26. Detailed model for housing assessments, placement, documentation support, and follow-up services, with dedicated trained staff.
27. Demonstrated capability to submit claims billing/EDI report for MCPs in accordance with CalAIM Data Guidance: Billing and Invoicing between ECM/CS Providers and MCPs, or other payers.

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28. Readiness to deliver Community Supports in accordance with DHCS Community Supports Policy Guide Volume 2.
29. MOUs or working relationships with hospitals, health plans, BH providers, CoC, and housing agencies.
30. Approach to serving BIPOC, LGBTQ+, justice-involved, and other vulnerable populations, including trauma-informed and inclusive practices.
31. Qualified operator(s) are required to respond to all requests and inquiries as outlined in the agreement, including regular, urgent and emergent needs related to the service provision.

The Qualified operator shall operate a year-round, nonfaith-based, temporary emergency shelter for up to 150 adults (Phase II, Phase III, and Phase IV of the project), providing shelter 365 days a year, 24 hours a day, 7 days a week. In addition, the qualified operator will coordinate a range of on-site programs and services for clients in partnership with local and regional qualified operators.

The Qualified operator will be responsible for operation of the shelter throughout the duration of the Agreement. All work shall be performed in accordance with applicable codes, standards, and regulations. **The City will cover the cost of occupancy and monthly utilities to include electrical expenses, water, wastewater and recycling.**

Qualified operator(s) will be responsible for the City trash.

The Qualified operator shall work and coordinate with City staff on all aspects of the design and specifications of the emergency shelter.

Repairs, Maintenance, Additions and Reconstruction

Throughout the term of the Agreement, the Qualified operator will be required, at the Qualified operator's sole cost and expense, to keep and maintain the shelter and any and all improvements now or hereafter constructed and installed in the facility in good order, condition and repair and in a safe and sanitary condition and in compliance with all applicable laws in all material respects including, but not limited to, the landscaping, hardscaping, plumbing systems, fluorescent ceiling- mounted electric light fixtures; bulbs for fluorescent lights and related switches; windows; doors and locks, interior/non-structural/above-slab elements of the facility and all furnishings and equipment thereon, if applicable, and improvements constructed thereon in good order and repair (reasonable wear and tear excepted), and to keep said facility in a neat, clean, orderly, safe, and sanitary condition. Said maintenance includes, but is not limited to, janitorial services, flooring care and the prevention of accumulation of any refuse or waste materials that might constitute a fire hazard or a public or private nuisance. Qualified operator does not carry out its repair, maintenance, addition, and reconstruction obligations as set forth herein, the City may (without any obligation to do so) carry out said obligations on the Qualified operator's behalf. In such event, within five (5) days of the City's demand, Qualified operator shall pay the City the amount equal to the monies paid by the City in carrying out the Qualified operator's obligations, with interest accruing at the maximum amount allowed pursuant to California law beginning on the sixth (6^{th}) day after such demand until payment is made to the City.

Security

The Qualified operator will ensure that adequate security measures and policies are incorporated into the emergency shelter's operation, including but not limited to security plans, secured entrances, on-site security personnel, video recording equipment, adequate lighting, law enforcement patrols, and neighborhood safety controls. Detailed security procedures and protocols will be included in the

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Operating Plan developed by the Qualified operator in conjunction with the City of Tracy, as described further below.

At all times during the term of the agreement, at Qualified operator's sole cost and expense, will be required to:

a) Observe and comply in all material respects with all Laws now or hereafter made or issued respecting the facility and/or the improvements that are applicable to the Qualified operator.

b) The Qualified operator shall provide the City with the copies of all approvals, permits, and licenses within 14 days of a written request by the City.

In the event that Qualified operator does not carry out its security obligations, the City may hire a third party to carry out such obligations at the Qualified operator's sole cost and expense.

Building & Fire Safety Requirements

In addition to the requirements contained in the California Building and Fire Codes, the Qualified operator shall:

1. Obtain the proper permits and fire certifications prior to occupancy.
2. Post emergency telephone numbers near each telephone including, but not limited to, 9-1-1' and poison control.
3. Provide a plan for power outages, earthquakes or other natural disasters.
4. Provide 2A:10BC fire extinguishers at a maximum spacing of 75 feet.
5. Not allow cooking inside the building, except inside the commercial kitchen.
6. Not allow smoking at any time within the buildings and auxiliary buildings, and not within 20 feet of main entrances, exits, and operable windows. Signage must be posted.
7. Post fire exit diagrams.
8. Post signs for AED machine and ensure staff is trained on how to administer
9. Post parking rules based on City of Tracy Municipal codes. Clients may only have one operable vehicle onsite at any given time of their shelter stay. If their vehicle becomes inoperable during their shelter stay, they will have a set time, based on their individual circumstance to fix their vehicle and or remove it from the site. Car registration must exhibit registration in the shelter clients name or cannot be stored on site.

Service Animals/Pets

To protect the health and safety of guests, staff, and visitors, pets, livestock, and non-domesticated animals are prohibited from entering the emergency shelter site, with the exception of:

- Guide and hearing assisting dogs.
- Guests who would not seek shelter without their companion animal present. If an animal is granted access to the shelter, the security staff must be notified, and accommodations will be made.

In addition, all pets entering the shelter site must be up to date on their vaccinations and have completed spay/neuter prior to entry. Pet owner assumes all responsibility for their pet and their ongoing needs.

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Operating Plan

The qualified operator shall create a Management and Operations Plan, which must be approved by the City of Tracy in its sole and absolute discretion. The qualified operator's scope will include working with the City of Tracy to tailor the Management and Operations Plan to the planned operation of the emergency shelter. The qualified operator shall submit its policies and procedures to the City of Tracy for the shelter program including, but not limited to, all aspects of the shelter programs, management plan, staff responsibilities, staff coordination and policies and procedures. The qualified operator will cooperate with the City of Tracy to secure approval of these policies and procedures. This will include the qualified operator making any revisions to the policies and procedure documents as necessary to address requests by the City, County, or applicable government agency. This plan should include but is not limited to: taking appropriate action for medical/mental health emergencies of participants, the use of the Homeless Management Information System (HMIS) to track occupancy and adhere to all implementation guidelines developed under the County's Continuum of Care Program, and engaging with health care and social services agencies, local agencies and social services programs, and volunteers to assist with the shelter program. In addition, the City is requesting the qualified operator(s) provide a case management plan and provide steps to how the case management plan will be executed with shelter guests during their stay at the shelter site. This includes incorporating the day services and other supportive services into the plan. Operator will provide both the Management and Operations Plan and case management plan within 90 days of contract execution.

Staffing and Training

The Qualified operator shall:

1. Ensure there are trained staff members during all hours of operation at the shelter. Staff must be 18 years of age or older.
2. Be required to create the following policies/procedures prior to contract execution:
    - First-aid, AED and CPR
    - Fire and emergency procedures, including the proper use of fire extinguishers and evacuation plan.
    - Client complaint and grievance procedures.
    - Narcan policy.
    - Non-discrimination policy.
    - Drug free workplace policy.
    - Sexual harassment policy.
    - Client confidentiality requirements.
    - Organization chart, including the appropriate lines of authority and communication.
    - Safety Plan to provide separate space and adequate supervision for clients during emergencies (ex: hepatitis, COVID -19).
    - Participate in HMIS data collection, data entry, and submission deadlines.
    - Ensure staff is oriented to the special needs of individuals who are homeless, experience mental health issues, substance abuse issues, or intimate partner/domestic violence issues and trauma informed care.
    - Ensure staff has received mental health awareness and cultural, diversity/sensitivity training.
    - Create a staffing plan that includes provisions to maintain safety and security in and around the perimeter of the shelter.
    - Provide accessibility and accommodations for individuals with disabilities.
    - Have a written policy of client responsibilities that is readily available to all clients.

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- Acquire any required permits and approvals for the provision of the required services.
- Keep up to date all client records on site and ensure that they are in accordance with all requests made by the City.
- Ensure that the staff members complete all Managed Care Plan required training. The information is documented and made available upon request.

Operating Agreement

In addition to the qualified operator's obligation to indemnify the City as set forth elsewhere in the Agreement, the qualified operator shall, to the maximum extent permitted by law, defend, and hold the City of Tracy harmless from and against any and all claims or damage to person or property relating to or arising in whole or in part, directly or indirectly, from the qualified operator's management and operation of the shelter and/or relating in any way to the shelter.

Low Barrier Access

The shelter shall be considered a "low-barrier" facility for purposes of guest access, and any entry screening, barriers, or conditions to access shall be defined in the Operations and Management Plan, as such may be approved by the City and reasonably necessary to accomplish the purposes of this Agreement, or as may otherwise be ordered by a court of law, or required by a settlement agreement to which the City of Tracy is a party. Except as required to comply with applicable law or court order, the shelter shall not be a "no-barrier facility, and shall have, at a minimum, access or entry conditions for guests that are substantially similar to those utilized by the other emergency shelters or navigation centers, and screening for felony warrants or registration as a sex offender as may be included in the Operations and Management Plan. The Qualified operator is responsible to make all reasonable efforts to assist all eligible clients in securing enrollment into Social Security (SSI).

Reports

Qualified operator shall submit reports monthly to the City of Tracy and, if requested by the City, to the San Joaquin County Continuum of Care. Data and due dates for the monthly reports will be items mutually agreed upon with the City. At least once per year, to be completed contemporaneously with the Annual Report, the Parties may cause a third-party to review and assess the day-to-day operational affairs of the shelter and prepare an Annual Report to be presented to the City of Tracy.

The Qualified operator(s) will be required to enter client level data in the San Joaquin County Homeless Management Information System (HMIS) for each client accessing the shelter. The HMIS is a database used by the San Joaquin County Continuum of Care (SJCoC) for the purpose of recording and storing client-level information on the characteristics and service needs of those experiencing homelessness.

The qualified operator(s) is also responsible for communicating with the Coordinated Entry Lead Agency which is San Joaquin County's local 211 for appropriate referrals once entered into the shelter. This includes having the individual complete a Vulnerability Index which assists providers in determining the individuals housing needs and available options.
To participate in the SJCoC, Contributing HMIS Organizations (CHOs) must have an Agency Partner Agreement and a Data Sharing Memorandum of Understanding with the SJCoC. For more information visit: www.sanjoaquincoc.org

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Agreement Provisions Between City of Tracy and Subcontracted Qualified operator(s)

1. **Scope of Services**
   The City acknowledges that appropriate staff-to-MCP member ratios and required staff qualifications vary across the listed Community Supports services (e.g., Recuperative Care/Medical Respite and Short-Term Post-Hospitalization Housing). The operator is expected to ensure that staffing models, credentials, supervision, and service delivery align with the applicable requirements in the DHCS Community Supports Policy Guide (Volume 2) for each service.

   The Community Supports services listed below are included for the duration of the operator agreement and will be implemented using a phased approach, consistent with the City's implementation plan and operational readiness.

   - Housing Navigation Services
   - Medical Recuperative Care (Medical Respite)
   - Short-Term Post-Hospitalization Housing

2. **Compliance with DHCS Policy Requirements**
   The subcontracted qualified operator(s) shall comply with all applicable DHCS guidelines, service standards, and documentation requirements as set forth in the **DHCS Community Supports Policy Guide** and any applicable Managed Care Plan (MCP) policies. This includes, but is not limited to, eligibility verification, service delivery documentation, care coordination, and reporting requirements.

3. **Coordination and Communication**
   The subcontracted qualified operator(s) shall participate in care coordination activities as required by the primary CS qualified operator(s) and the MCP. This includes timely sharing of assessments, service plans, progress updates, and participation in multidisciplinary case conferences when appropriate.

4. **Billing and Claims Submission**
   The subcontracted qualified operator(s) agrees to submit claims and encounter data in accordance with the billing guidelines specified by the contracted CS qualified operator(s) and in compliance with MCP and DHCS requirements. The sub-qualified operator(s) must maintain accurate service records to support all claims.

5. **Quality Assurance and Monitoring**
   The subcontracted qualified operator(s) will participate in quality monitoring activities, including site visits, record reviews, and performance evaluations conducted by the contracted CS operator(s). The sub qualified operator(s) must implement corrective actions as needed to address any identified deficiencies.

6. **Data Privacy and Confidentiality**
   The subcontracted qualified operator(s) shall comply with all federal, state, and local laws regarding the confidentiality and security of client information, including but not limited to HIPAA, 42 CFR Part 2 (if applicable), and DHCS requirements.

7. **Non-Duplication of Services**
   The subcontracted qualified operator(s) shall ensure that services provided under this

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agreement do not duplicate or supplant services funded by other programs, in accordance with DHCS guidance.

8. **Subqualified operator(s) Qualifications**
   The subcontracted qualified operator(s) must meet all staffing qualifications and training requirements as outlined in the **DHCS Community Supports Policy Guide**, including cultural competence and trauma-informed care standards.

9. **Term and Termination**
   This agreement shall remain in effect for the duration specified herein unless terminated earlier by either party with written notice, subject to the terms of the contract. Termination provisions shall ensure continuity of care for active clients.

10. **Reference Documents**
    This agreement incorporates by reference the **DHCS Community Supports Policy Guide** and any applicable MCP guidelines. Both parties agree to adhere to all applicable updates to these documents.

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EXHIBIT B – Compensation

ATTACHMENT B: Proposed Annual Operating Budget
City of Tracy Temporary Emergency Housing Facility
Restorative Pathways

Personnel Costs

Position Title	Name	Position Type	Hours / Week on Project	FTE	Hourly Wage	Worked Hours Gross Pay (WHGP)	Health Benefit*	Life Insurance*	Workers Comp Insurance*	F.I.C.A USMEDEE	F.I.C.A USSOCEE	Total
							13.85% of WHGP	0.5% of WHGP	1% of WHGP	1.45% of WHGP	6.2% of WHGP	23% Benefits
Chief Program Officer	Helen Ayala	Full-Time	12	30%	$84.13	$52,500	$7,271	$262	$525	$761	$3,255	$64,575
Director of Residential Services	Cindy Ortega	Full-Time	18	45%	$69.71	$65,250	$9,037	$326	$653	$946	$4,046	$80,258
Facility Manager	To be hired (TBH)	Full-Time	40	100%	$35.00	$72,800	$10,083	$364	$728	$1,056	$4,514	$89,544
Program Coordinator	TBH	Full-Time	40	100%	$32.00	$66,560	$9,219	$333	$666	$965	$4,127	$81,869
Nurse Practioner	Gina Tyra	Full-Time	10	25%	$81.73	$42,500	$5,886	$212	$425	$616	$2,635	$52,275
Nurse	TBH	Full-Time	40	100%	$65.00	$135,200	$18,725	$676	$1,352	$1,960	$8,382	$166,296
Medical Assistant	TBH	Full-Time	40	100%	$45.00	$93,600	$12,964	$468	$936	$1,357	$5,803	$115,128
Peer Advocates	TBH	Full-Time	296	740%	$25.00	$384,800	$53,295	$1,924	$3,848	$5,580	$23,858	$473,304
Case Managers	TBH	Full-Time	160	400%	$35.00	$291,200	$40,331	$1,456	$2,912	$4,222	$18,054	$358,176
Cook	TBH	Full-Time	80	200%	$25.00	$104,000	$14,404	$520	$1,040	$1,508	$6,448	$127,920
Counselor	TBH	Full-Time	40	100%	$48.08	$100,000	$13,850	$500	$1,000	$1,450	$6,200	$123,000
Neighborhood Liaison	TBH	Full-Time	40	100%	$30.00	$62,400	$8,642	$312	$624	$905	$3,869	$76,752
Volunteer Coordinator	TBH	Full-Time	20	50%	$28.00	$29,120	$4,033	$146	$291	$422	$1,805	$35,818
Director of HR	Megan Lantz	Full-Time	10	25%	$62.50	$32,500	$4,501	$163	$325	$471	$2,015	$39,975
HR Specialist	Patty Chang	Full-Time	40	100%	$36.06	$75,000	$10,388	$375	$750	$1,088	$4,650	$92,250
MediCal Billing and Complaince spe	TBH	Full-Time	80	200%	$48.08	$200,013	$27,702	$1,000	$2,000	$2,900	$12,401	$246,016
Director of Finance	Justin Luke Riley	Full-Time	10	25%	$62.50	$32,500	$4,501	$163	$325	$471	$2,015	$39,975
Payroll Specialist	Erin Collins	Full-Time	40	100%	$38.46	$80,000	$11,080	$400	$800	$1,160	$4,960	$98,400
Data Specialist	Samantha Sanford	Full-Time	40	100%	$25.00	$52,000	$7,202	$260	$520	$754	$3,224	$63,960
Maintenance Technician	TBH	Full-Time	40	100%	$45.00	$93,600	$12,964	$468	$936	$1,357	$5,803	$115,128
Total Personnel Costs:												**$2,540,617**

Operating Costs

Categories	Funding Request	Agency Match	Total Program	Justification
Occupancy	$0	$0	$0	Covered by the city; no direct cost included
Utilities:	$16,000	$0	$16,000	Only responsible fo the trash
Billing Systems	$40,000	$0	$40,000	Set up of billing systems, compliance and ongoing monthly fees
Security	$200,000	$0	$200,000	Security firm with trained staff that provide 24/7 on-site coverage and conduct daily security rounds
Office Supplies	$10,000	$0	$10,000	HMIS database subscriptions and general office needs
Equipment:	$10,000	$0	$10,000	Electronics, furniture (mattresses, tablets, tables)
Program Supplies	$40,000	$0	$40,000	Life skills materials, linens, art and clearing supplies, and client-related expenses (clothes, personal items)
Transportation Services	$20,000	$0	$20,000	Van services, bus passes, and emergency transport
Insurance Costs:	$50,000	$0	$50,000	Facility and liability insurance
Shelter Maintenance	$50,000	$0	$50,000	Routine repairs, maintenance supplies, upkeep
Staff Training Costs	$5,000	$0	$5,000	Training in trauma-informed care, harm reduction, de-escalation
Shelter Clients Meals	$330,000	$0	$330,000	3 nutritious meals daily
Laundry Services	$20,000	$0	$20,000	Laundry equipment, supplies, and maintenance
Janitorial Services	$80,000	$0	$80,000	Professional cleaning services
Additional Services	$0	$650,000	$650,000	Trauma Recovery Center, Housing, Outreach
Total Operating Costs:	**$871,000**	**$650,000**	**$1,521,000**	
Total Agency Match:		**$650,000**		
Indirect 15%	**$511,743**			audit expenses, portion of ED, CFO, & COO staff, Clinical supervisor, administrative office supplies, IT suppor
Total Grant Request:	**$3,923,360**			

The agency match represents any funding contributions by the applicant. An agency match is not required per RFP guidelines.

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EXHIBIT B – Compensation (Continued)

Documentation of Project Expenses

RP will document all expenses to ensure all costs related to the proposed project operating budget are appropriately tracked, verified, and reported. RP's expense documentation protocol includes:

Financial Documentation Procedures

- All personnel and operating costs will be tracked through our financial management systems, QuickBooks and Vena, with expense categories aligned directly with the budget line items.
- Each expense will be supported by appropriate documentation, including invoices, receipts, timesheets, payroll records, and service contracts that clearly demonstrate the expense was incurred for project purposes.
- Monthly internal financial reports will be generated to track actual expenses against budgeted amounts, enabling timely identification of any variances.
- A multi-level approval system will be utilized for all expenses, requiring appropriate authorization based on expense type and amount.

Personnel Cost Documentation

- Staff working on the project will complete detailed time sheets documenting hours worked specifically on project activities, with supervisor verification.
- Complete payroll records will be maintained showing gross wages, withholdings, and net pay amounts that correspond to the budget calculations.
- Records will be maintained documenting employer contributions for health benefits, life insurance, workers' compensation, and all tax payments as detailed in the personnel budget.

Operating Cost Documentation

- Formal agreements will be maintained for all ongoing services, including security, laundry and janitorial services, and maintenance.
- Monthly utility bills will be retained showing actual usage and costs for electricity, water, gas, and waste services.
- Detailed records will document all client-related expenses, including meals, transportation services, and program supplies, with information on how these expenses directly supported client needs.
- Equipment purchases will be documented with invoices, receipts, and asset tracking information.

Compliance and Audit Readiness

- All documentation will meet or exceed funder requirements for expense verification and reporting.
- Quarterly internal audits will verify that all expenses are properly documented and align with the approved budget.
- All financial records and supporting documentation will be retained for a minimum of seven years or as required by funding sources.
- Electronic copies of all financial documentation will be securely stored and organized by budget category, expense type, and date for easy retrieval during audits.

February 17, 2026

Agenda Item 4.D

RECOMMENDATION: COUNCIL REQUESTED

Discuss and evaluate the utility of the City/Schools Liaison Committee and Tracy Homelessness Advisory Committee and provide direction to staff on how to proceed with dissolving, maintaining, or modifying these committees, as applicable.

EXECUTIVE SUMMARY

This item requests that the City Council discuss and evaluate the utility of the City/Schools Liaison Committee and Tracy Homelessness Advisory Committee and provide direction to staff on how to proceed with dissolving, maintaining, or modifying these committees, as applicable. If dissolution or modifications are requested by the City Council, staff will return to a future Council Meeting with a formal action item after receiving direction on how to proceed.

BACKGROUND AND LEGISLATIVE HISTORY

At the January 20, 2026 City Council Meeting, Mayor Pro Tem Abercrombie submitted a request for staff to return to the City Council with an item to discuss continuing the City/Schools Liaison Committee and continuing or revamping the Tracy Homelessness Advisory Committee. Council Member Evans supported the request. In response to the request, staff has prepared this item for discussion, evaluation, and direction regarding the City/Schools Liaison Committee and Tracy Homelessness Advisory Committee.

Records indicate that the City/Schools Liaison Committee (CSLC) has existed since at least October 1980. Institutional knowledge suggests that the CSLC was created to serve as forum for the City and school districts to provide updates and discuss school-related matters. The City Council holds two seats on the CSLC, with each representative serving a one-year term. It should be noted that elected officials from the school districts have not traditionally attended the CSLC meetings. In general, the CSLC is scheduled to meet regularly once per quarter in February, May, August, and November at 1:00 p.m.

The Tracy Homelessness Advisory Committee (THAC) was created on March 16, 2021, by Resolution No. 2021-033 (Attachment A). The THAC was created by the City Council with the recognition that a shelter crisis exists and that forming a Council Homelessness advisory committee would facilitate an opportunity to evaluate options to address the current homelessness crisis. Per the THAC formation resolution, the scope of the THAC is (1) to implement the Tracy Homelessness Strategic Plan, including the possible amendment of such plan, and (2) to address homelessness in the City of Tracy.

The THAC bylaws (Attachment B), adopted on May 16, 2023, indicate that the THAC shall consist of two City Council Members, each serving a one-year term, and that the THAC shall meet regularly on the third Thursday of each month at 7:00 p.m.

ANALYSIS

Although the CSLC is scheduled to meet quarterly, the CSLC did not meet in 2025 due to lack of business. Given the lack of meetings in 2025, the City Council may wish to discuss and evaluate the utility of the CSLC.

Although the THAC bylaws establish the committee meeting frequency as once per month, the THAC met four times in 2025 (February, April, May, and October) instead of twelve times, due to lack of business. Given the limited number of meetings in 2025, the City Council may wish to discuss and evaluate the utility of the THAC.

FISCAL IMPACT

There are no fiscal impacts related to the actions requested of the City Council in this staff report, except operational expenses.

STRATEGIC PLAN

This agenda item is an administrative item that does not relate directly to the City Council's 2025-2027 strategic priorities.

ACTION REQUESTED OF THE CITY COUNCIL

Discuss and evaluate the utility of the City/Schools Liaison Committee and Tracy Homelessness Advisory Committee and provide direction to staff on how to proceed with dissolving, maintaining, or modifying these committees, as applicable.

Prepared by: April B. A. Quintanilla, City Clerk

Reviewed by: Sara Castro, Director of Finance
Arturo M. Sanchez, Assistant City Manager
L. David Nefouse, City Attorney

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS:

Attachment A – Resolution No. 2021-033
Attachment B – Resolution No. 2023-085

Attachment A

RESOLUTION 2021-033

FORMING THE TRACY HOMELESSNESS ADVISORY COMMITTEE AND APPOINT TWO COUNCIL MEMBERS TO SERVE ON THE NEWLY FORMED COMMITTEE

WHEREAS, The City Council recognize that a shelter crisis exists and forming a Council Homelessness advisory committee will facilitate an opportunity to evaluate options to address the current homelessness crisis; and

WHEREAS, On February 16, 2021 the Tracy City Council voted to form a standing Council committee entitled Tracy Homelessness Advisory Committee; and

WHEREAS, The scope of the Committee is as follows:

1. To implement the Tracy Homelessness Strategic Plan including the possible amendment of such plan
2. To address homelessness in the City of Tracy; and

WHEREAS, The Committee will be comprised of two Council Members; and

WHEREAS, The Committee will meet quarterly and provide updates to the full Council at the Council meeting following the standing committee meeting.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Tracy does hereby form the Tracy Homelessness Advisory Committee and appoint Council Member Arriola and Council Member Davis to serve on the Committee.

* *

The foregoing Resolution 2021-033 was adopted by the Tracy City Council on the 16th day of March, 2021 by the following votes:

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

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

ABSTAIN: COUNCIL MEMBERS: NONE

MAYOR

ATTEST:

CITY CLERK

Attachment B

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2023-085

ADOPTING THE BYLAWS FOR THE (A) TRACY HOMELESSNESS ADVISORY COMMITTEE AND (B) FINANCE COMMITTEE

WHEREAS, On March 16, 2021 the Tracy City Council voted to approve Resolution 2021-033 form a standing Council committee entitled Tracy Homelessness Advisory Committee (THAC); and

WHEREAS, On February 7, 2023, the City Council approved Resolution 2023-027 establishing the Finance Committee; and

WHEREAS, Committees are essential to the effective operation of legislative bodies; and

WHEREAS, Committee membership enables members to develop specialized knowledge of the matters under their jurisdictions; and

WHEREAS, Committees monitor on-going governmental operations, identify issues suitable for legislative review, gather and evaluate information, and recommend courses of action for the Council; and

WHEREAS, Neither the THAC nor the Finance Committee have adopted bylaws; and

WHEREAS, On May 2, 2023, staff presented a draft of the proposed bylaws for both the THAC and the Finance Committee, attached hereto as **Attachments 1** and **2**; and

WHEREAS, The proposed bylaws include Section B, which define the role of these two Committees as subject matter Committees, and establish clear procedures for their actions to be recognized by the City Council; and

WHEREAS, The Committees are authorized and directed to ascertain, study, and analyze all facts relating to any subjects or matters within their jurisdiction, and shall report

to and submit recommendations to the City Council for action; and

WHEREAS, By separate agenda item, the City Council will consider whether to amend the Meeting Protocols and Rules of Procedure to reflect the roles and responsibilities that are set forth in the proposed Bylaws for these two Committees; and now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby finds and determines that the foregoing recitals are true and correct and are hereby incorporated herein as findings and determinations of the City; and be it further

RESOLVED: That the City Council hereby adopts the Bylaws set forth in **Attachment 1** as the Bylaws for the THAC (THAC Bylaws); and be it further

RESOLVED: That the City Council hereby adopts the Bylaws set forth in **Attachment 2** as the Bylaws for the Finance Committee (Finance Committee Bylaws); and be it further

RESOLVED: The THAC Bylaws shall govern the conduct of the Tracy Homelessness Advisory Committee meetings and the transaction of its affairs; and be it further

RESOLVED: The Finance Committee Bylaws shall govern the conduct of the Finance Committee meetings and the transaction of its affairs; and be it further

RESOLVED: To the extent that either the THAC Bylaws or the Finance Committee Bylaws conflict with the City Council's Meeting Protocols and Rules of Procedure, the latter shall prevail; and be it further

RESOLVED: That the City Attorney, solely, shall have the authority to interpret and render a final determination, in the event of ambiguity, the THAC Bylaws and the Finance Committee Bylaws; and be it further

RESOLVED, That the actions taken herein do not constitute a "project" under the California Environmental Quality Act.

* * * * * * * * * * * * * *

The foregoing Resolution 2023-085 was adopted by the Tracy City Council on May 16, 2023, by the following vote:

AYES:	COUNCIL MEMBERS: ARRIOLA, BEDOLLA, EVANS, DAVIS, YOUNG
NOES:	COUNCIL MEMBERS: NONE
ABSENT:	COUNCIL MEMBERS: NONE
ABSTENTION:	COUNCIL MEMBERS: NONE

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

ATTEST: Necy Lopez for
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

ATTACHMENTS

1) Bylaws for the Tracy Homelessness Advisory Committee
2) Bylaws for the Finance Committee

BYLAWS OF THE
TRACY HOMELESSNESS ADVISORY
COMMITTEE BYLAWS
CITY OF TRACY, CALIFORNIA

WHEREAS, The City desires to form a standing committee of the Tracy City Council to continue the work begun by the previous Ad Hoc Homelessness Advisory Committee, to be named the Tracy Homelessness Advisory Committee (Committee); and

WHEREAS, Committees are essential to the effective operation of legislative bodies; and

WHEREAS, Committee membership enables members to develop specialized knowledge of the matters under their jurisdictions; and

WHEREAS, The City Council recognize that a shelter crisis exists and forming a Council Homelessness advisory committee will facilitate an opportunity to evaluate options to address the current homelessness crisis; and

WHEREAS, On February 16, 2021 the Tracy City Council voted to approve the Tracy Homelessness Strategic Plan; and

WHEREAS, On March 16, 2021 the Tracy City Council voted to approve Resolution 2021-033 form a standing Council committee entitled Tracy Homelessness Advisory Committee; and

WHEREAS, the Committee is authorized and directed to ascertain, study, and analyze all facts relating to any subjects or matters within their jurisdiction, and shall report to and submit recommendations to the City Council for action.

NOW, THEREFORE, these Bylaws govern the conduct of the Tracy Homelessness Advisory Committee meetings and the transaction of its affairs.

1. PURPOSE

The stated purpose of the committee is as follows:

1.1. To implement the Tracy Homelessness Strategic Plan including the possible amendment of such plan

1.1.1. This Strategic Plan provides a framework to target resources to manage and decrease homelessness

- GOAL 1: Increase Housing Options in Tracy
- GOAL 2: Increase Access to Coordinated Support Services for People Experiencing Homelessness

- GOAL 3: Develop Action Plans for Engaging with People Experiencing Homelessness
- GOAL 4: Enact Specific Strategies for Vulnerable Subpopulations Experiencing Homelessness

1.2. To address homelessness in the City of Tracy

1.3. The Tracy Homeless Advisory Committee shall have initial jurisdiction over any item assigned to it by the City Council as well as any items being advanced by the City Manager that implement or relate to overall jurisdictional purpose of the Committee.

2. Action by Subject Matter Committees -

The assigned subject matter Committee shall have initial jurisdiction over any item assigned to it by the City Council as well as any items being advanced by the City Manager that implement or relate to the overall jurisdictional purpose of such Committee and may take any of the following actions with respect to the assigned item:

The Committee may, by a vote of the consensus, decide to postpone, continue, or table an item on the agenda. On any item on an agenda, the Committee may allow for an informational presentation by City staff relating to the item. With respect to an action item, and after discussion and consideration of the item, the Committee may take one of the following actions:

1. Vote by consensus to approve the recommendation of staff or the originator of the proposed action item and forward the recommendation onto the full Council. The Committee may, as a condition of approval, request additional information to be presented for consideration when the full Council hears the item.
2. Fail to approve any recommended action, in which case the item shall not be forwarded to the full City Council; provided that the City Council shall have jurisdiction to place the item on the agenda for a future City Council meeting, in accordance with the requirements of the Meeting Protocols for agenda setting, if no action was taken on the item due to any one of the following reasons:

   2.1. Due to the cancellation of a Committee meeting or

   2.2. Due to lack of a quorum, or

   2.3. The Committee was not able to approve any recommended action
3. Propose by a consensus vote one or more alternative recommendation(s) be forwarded to the full City Council for consideration and final action. The Committee may request additional information to be presented for consideration when the full Council hears the item.
4. Reject by a consensus vote, jurisdiction over the action item and refer the action item back to the City Council with a recommendation for reassignment to another appropriate subject-matter committee.

5. Request, by consensus vote, additional, specified information from staff or the originator of the proposed action item. The action item may be continued or rescheduled for further consideration at the soonest feasible date available, allowing time for appropriate notice pursuant to the Meeting Protocols and Brown Act.
6. With respect to an informational item, following discussion and consideration, Committee shall take one of the following actions:
   6.1. Receive the informational report by consensus vote without forwarding the report to the full City Council;
   6.2. Receive the informational report and forward the report onto the full City Council by consensus vote;
   6.3. Request by consensus vote from staff or the originator of the proposed informational item. The item may be continued or rescheduled for further consideration at the soonest feasible date available, allowing time for appropriate notice pursuant to the Meeting Protocols.

3. ROLE AND RESPONSIBILITIES

The role of the Tracy Homelessness Advisory Committee is to provide input on the development of the Tracy Homelessness Strategic Plan initiatives and work to prevent and end homelessness in Tracy. This would ideally be done after receiving public deliberation and achieving consensus through partnering with staff.

4. MEMBERSHIP GUIDELINES

1. **Membership.** The Tracy Homelessness Advisory Committee shall consist of two (2) City Councilmembers.
2. **Term.** Each member shall serve a one-year term; selected as part of the City Councill's annual appointment process outlined in the Council's Code of Conduct.
3. **Attendance.** If a member of the Tracy Homelessness Advisory Committee fails to attend four (4) regular meetings in any calendar year, his or her position on the Tracy Homelessness Advisory Committee shall automatically become vacant. For quorum confirmation, a member who is unable to attend a meeting shall inform the staff liaison designated by the relevant City Department at least 48 hours before the next meeting. This would not include meetings that were canceled due to technical difficulties, City emergencies, or other staff related reasons.

5. QUORUM

A quorum of the Tracy Homelessness Advisory Committee shall consist of a majority of the members (including any vacancies). A quorum must be present in order for the Tracy Homelessness Advisory Committee to hold a meeting.

Meetings of the Committees may be noticed as a Special Meeting of the City Council if a majority of the members of the Council plan to attend and participate as part of the Committee.

6. OFFICERS

1. The officers of the Tracy Homelessness Advisory Committee shall be:
   1.1. The Chairperson and
   1.2. The Vice-Chairperson.
2. The Chairperson shall:
   2.1. Preside at all regular and special meetings.
   2.2. Rule on all points of order and procedure during the meetings.

7. DUTIES OF THE COMMITTEE

1. Review, discuss, and provide direction to facilitate in the preparing and presenting of accurate, timely, and meaningful information and recommendations to address homelessness within Tracy to the Council from City staff
2. Monitor the finances related the Homeless Division
3. Develop an annual work plan and presentation to the City Council
4. Review and update from time to time, as necessary policies related to addressing the unsheltered population
5. The following key metrics should be used to evaluate the effectiveness of this Plan:
   5.1. Increase in the number of affordable housing units dedicated to people who are experiencing homelessness
   5.2. Decrease in homelessness in the community—including in key subpopulations such as families, veterans, and people who are chronically homeless
   5.3. Decrease in the number of persons who become homeless for the first time
   5.4. Decrease in the average and median length of time persons remain homeless

5.5. Decrease in the percentage of persons who return to homelessness

5.6. Increase in the percentage of adults who gain or increase employment or nonemployment cash income over time

5.7. Increase in the percentage of persons who exit to or retain permanent housing

8. MEETINGS

1. Regular meetings of the Tracy Homelessness Advisory Committee shall be held on the 3rd Thursday of each month and shall begin at 7:00 p.m.
2. If the scheduled date of a regular meeting conflicts with a holiday period, staff shall reschedule that meeting to be conducted within that month.
3. Any regular meeting may be adjourned, or any item on the agenda continued to the next or any subsequent regular meeting of the Tracy Homelessness Advisory Committee, by a majority of the quorum. If a meeting is adjourned or an item is continued to a special meeting to be held on a date other than a regular meeting date, the time, place, and date of such special meeting shall be specified in the motion for adjournment or continuance.
4. All meetings are subject to the Brown Act as set forth in Government Code Sections 54950 and following. Accordingly, all meetings shall be noticed and agendas for all meetings shall be prepared and distributed in accordance with the current City Council meeting procedures and the Brown Act.
5. All meetings shall be conducted in accordance with the current City Council meeting procedures.

9. FUNDING

Any funding necessary for operation of the Tracy Homelessness Advisory Committee shall be included in the City of Tracy budget, which shall be approved by the City Council.

10. ADMINISTRATIVE PROCEDURES AND POLICIES

City Boards and Committees shall follow all applicable City administrative policies and procedures.

11. STAFF LIAISON

The Tracy Homelessness Advisory Committee shall have a staff liaison designated by the relevant City Department. The staff liaison shall:

1. Receive and record all exhibits, petitions, documents, or other material

presented to the Committee in support of, or in opposition to, any question before the Committee.

2. Sign all meetings minutes and resolutions upon approval.
3. Prepare and distribute agendas and agenda packets.

12. ADOPTION

This document, as adopted by City Council, on May 16, 2023, by Resolution 2023-XX, and shall serve as the Bylaws for the Tracy Homelessness Advisory Committee.

BYLAWS OF THE
FINANCE COMMITTEE BYLAWS
CITY OF TRACY, CALIFORNIA

WHEREAS, The City desires to form a standing committee of the Tracy City Council to continue the work begun by the previous Ad Hoc Fiscal Sustainability Subcommittee, to be named the Finance Committee (Committee); and

WHEREAS, Committees are essential to the effective operation of legislative bodies; and

WHEREAS, Committee membership enables members to develop specialized knowledge of the matters under their jurisdictions; and

WHEREAS, Committees monitor on-going governmental operations, identify issues suitable for legislative review, gather and evaluate information, and recommend courses of action for the Council; and

WHEREAS, the Finance Committee is authorized and directed to ascertain, study, and analyze all facts relating to any subjects or matters within their jurisdiction, and shall report to and submit recommendations to the City Council for action.

NOW, THEREFORE, these Bylaws govern the conduct of the Finance Committee meetings and the transaction of its affairs.

A. PURPOSE

1. The purpose of the Finance Committee is to provide policy guidance as it relates to the development of a multi-year fiscal sustainability plan to address the City's fiscal health and long-term planning.
2. The Finance Committee shall have initial jurisdiction over any item assigned to it by the City Council as well as any items being advanced by the City Manager that implement or relate to the overall jurisdictional purpose of the Finance Committee.
3. The Finance Committee may develop and recommend budget strategies and fiscal policies related to: revenue enhancement, cost containment, and use of other revenue sources, such as Measure V and/or General Fund Reserves, keeping in mind planned recreational amenities.
4. The Finance Committee will aid the City Council in fulfilling its fiduciary responsibilities to oversee the financial activities and financial condition of the City of Tracy and its jurisdiction may include the review, discussion, and input on the following areas:
    - 4.1.1. Annual audits and compliance reporting
    - 4.1.2. Annual and quarterly budget updates, augmentations, and forecast
    - 4.1.3. Long-term planning, including but not limited to
        - 4.1.3.1. City revenues and expenses, including related fee and tax studies

4.1.3.2. Deferred maintenance and capital planning

4.1.3.3. Long-term liabilities, debt, and other finance planning

5. The Finance Committee will not have jurisdiction to discuss any budget approaches that would require good faith bargaining with labor groups.

B. Action by Subject Matter Committees -

The assigned subject matter Committee shall have initial jurisdiction over any item assigned to it by the City Council as well as any items being advanced by the City Manager that implement or relate to the overall jurisdictional purpose of such Committee and may take any of the following actions with respect to the assigned item.

The Committee may, by a vote of the consensus, decide to postpone, continue, or table an item on the agenda. On any item on an agenda, the Committee may allow for an informational presentation by City staff relating to the item. With respect to an action item, and after discussion and consideration of the item, the Committee may take one of the following actions:

1. Vote by consensus to approve the recommendation of staff or the originator of the proposed action item and forward the recommendation onto the full Council. The Committee may, as a condition of approval, request additional information to be presented for consideration when the full Council hears the item.
2. Fail to approve any recommended action, in which case the item shall not be forwarded to the full City Council; provided that the City Council shall have jurisdiction to place the item on the agenda for a future City Council meeting, in accordance with the requirements of the Meeting Protocols for agenda setting, if no action was taken on the item due to any one of the following reasons:

   2.1. Due to the cancellation of a Committee meeting or

   2.2. Due to lack of a quorum, or

   2.3. the Committee was not able to approve any recommended action
3. Propose by a consensus vote one or more alternative recommendation(s) be forwarded to the full City Council for consideration and final action. The Committee may request additional information to be presented for consideration when the full Council hears the item.
4. Reject by a consensus vote, jurisdiction over the action item and refer the action item back to the City Council with a recommendation for reassignment to another appropriate subject-matter committee.
5. Request, by consensus vote, additional, specified information from staff or the originator of the proposed action item. The action item may be continued or rescheduled for further consideration at the soonest feasible date available, allowing time for appropriate notice pursuant to the Meeting Protocols and the Brown Act.
6. With respect to an informational item, following discussion and consideration, Committee shall take one of the following actions:

   6.1. Receive the informational report by consensus vote without forwarding the report to the full City Council;

   6.2. Receive the informational report and forward the report onto the full City Council

by consensus vote;

6.3. Request by consensus vote from staff or the originator of the proposed informational item. The item may be continued or rescheduled for further consideration at the soonest feasible date available, allowing time for appropriate notice pursuant to the Meeting Protocols.

C. ROLE AND RESPONSIBILITIES

The role of the Finance Committee is to provides oversight and guidance through policy level direction and input on financial items such as the operating budget, review of financial reporting documents, Capital Improvement Program, long-term financing, or other items requiring fiscal policy direction and input. This would ideally be done after receiving public deliberation and achieving consensus through partnering with staff.

D. MEMBERSHIP GUIDELINES

1. **Membership.** The Finance Committee shall consist of two (2) City Councilmembers.
2. **Term.** Each member shall serve a one-year term; selected as part of the City Council's annual appointment process outlined in the Council's Code of Conduct.
3. **Attendance.** If a member of the Finance Committee fails to attend four (4) regular meetings in any calendar year, his or her position on the Finance Committee shall automatically become vacant. For quorum confirmation, a member who is unable to attend a meeting shall inform the staff liaison designated by the relevant City Department at least 48 hours before the next meeting. This would not include meetings that were canceled due to technical difficulties, City emergencies, or other staff related reasons.

E. QUORUM

A quorum of the Finance Committee shall consist of a majority of the members (including any vacancies). A quorum must be present in order for the Finance Committee to hold a meeting.

Meetings of the Committees may be noticed as a Special Meeting of the City Council if a majority of the members of the Council plan to attend and participate as part of the Committee.

F. OFFICERS

1. The officers of the Finance Committee shall be:
   1.1. The Chairperson and
   1.2. The Vice-Chairperson.
2. The Chairperson shall:
   2.1. Preside at all regular and special meetings.

2.2. Rule on all points of order and procedure during the meetings.

G. DUTIES OF THE COMMITTEE

1. Review, discuss, and provide direction to facilitate in the preparing and presenting of accurate, timely, and meaningful financial statements to the Council from City staff
2. Monitor the finances of the City
3. Develop an annual work plan and presentation to the City Council
4. Review and update from time to time, as necessary the financial policies
5. Be familiar with, approve, and review periodically the organization's annual budget; Ensuring that the financial elements of the City are in accord with the City Council's Strategic Priorities
6. Set long-range financial goals along with financial strategies to achieve them
7. Develop policies and plans for financial awareness in cooperation with other public and private agencies
8. Provide recommendations to the City Council on such matters that may be referred to the City Council by the community

H. MEETINGS

1. Regular meetings of the Finance Committee shall be held on the 3th Wednesday of each month and shall begin at 7:00 p.m.
2. If the scheduled date of a regular meeting conflicts with a holiday period, staff shall reschedule that meeting to be conducted within that month.
3. Any regular meeting may be adjourned, or any item on the agenda continued to the next or any subsequent regular meeting of the Finance Committee, by a majority of the quorum. If a meeting is adjourned or an item is continued to a special meeting to be held on a date other than a regular meeting date, the time, place, and date of such special meeting shall be specified in the motion for adjournment or continuance.
4. All meetings are subject to the Brown Act as set forth in Government Code Sections 54950 and following. Accordingly, all meetings shall be noticed and agendas for all meetings shall be prepared and distributed in accordance with the current City Council meeting procedures and the Brown Act.
5. All meetings shall be conducted in accordance with the current City Council meeting procedures.

I. FUNDING

Any funding necessary for operation of the Finance Committee shall be included in the City of Tracy budget, which shall be approved by the City Council.

J. ADMINISTRATIVE PROCEDURES AND POLICIES

City Boards and Committees shall follow all applicable City administrative policies and procedures.

K. STAFF LIAISON

The Finance Committee shall have a staff liaison designated by the relevant City Department. The staff liaison shall:

1. Receive and record all exhibits, petitions, documents, or other material presented to the Committee in support of, or in opposition to, any question before the Committee.
2. Sign all meetings minutes and resolutions upon approval.
3. Prepare and distribute agendas and agenda packets.

L. ADOPTION

This document, as adopted by City Council, on May 16, 2023, by Resolution 2023-XX, and shall serve as the Bylaws for the Finance Committee.

February 17, 2026

Agenda Item 4.E

REQUEST

Adopt a Resolution Approving an Amendment to the Property Transfer Option Contract and Sale Agreement with Joint Escrow Instructions with the Tri-Valley San Joaquin Regional Rail Authority and Authorizing the Mayor to Execute the Amendment, and the City Manager to Execute Any Related Documents regarding APN 209-230-29, 15580 W. Schulte Road, Tracy, California 95337 (Approximately fifty (50) acres).

EXECUTIVE SUMMARY

Following approval by the Tri-Valley San Joaquin Regional Rail Authority ("Valley Link") Board of Directors on February 11, 2026, this item requests the City Council approve an amendment to the Property Transfer Option Contract and Sale Agreement with Joint Escrow Instructions with Tri-Valley regarding APN 209-230-29 (15580 W. Schulte Road, Tracy, California, 95337) (approximately fifty acres) (the "Property"), which shall result in the Property returning free and clear back to the City, and authorizing the Parties to work together in good faith regarding any potential lot-line adjustments between the two (2) parcels.

BACKGROUND

In 2020, the City Council of Tracy, pursuant to Resolution 2020-168, approved a term sheet for Valley Link to acquire an option to acquire the certain property 15580 and 15178 W. Schulte Road (APNs 209-230-29 and 209-230-30) at a nominal cost as the City's full contribution toward the Valley Link Project.

Key provisions of the terms included:

1. City will grant an exclusive option to the Authority to purchase the Property.

2. There is no cost to the Authority for the purchase value of the Property, except that the Authority must pay $100 of Independent Consideration for the Option and all closing costs, as well as the cost to relocate the existing antenna facility to a suitable site if the Authority does not wish to keep it at the Property. The value of the Property will be considered an in-kind contribution by the City to the Authority to be leveraged for additional grant funding, and the consummation of the conveyance will constitute the City's full contribution to the Project.

3. The Authority will have a term of ten years to exercise the Option.

4. If the Property is not used by the Authority within 10 years of the purchase date, the Property will revert to the City; and if less than the entire Property is used for the O&M Facility, then such portion that is not either used for a grant match or constitute surplus land under the SLA will revert to the City.

On September 20, 2022, through Resolution 2022-138, the City Council approved the transfer option and sales agreement with The Tri-Valley – San Joaquin Valley Regional Rail Authority (**Authority**) The intended use of the Property was to construct an Operations and Maintenance Facility (**O&M Facility**) for the Authority's future 42-mile, 7-station passenger rail project known as "Valley Link" that will provide transit connectivity in the Tri-Valley between the San Francisco Bay Area Rapid Transit District's system and the Altamont Corridor Express commuter (the "Project").

Over the past five years, as the needs of the project has shifted, it became apparent to the parties that the entirety of the aforementioned property was no longer needed by Valley Link. As such, in the summer and autumn of 2025, the parties began good faith negotiations to return one of the parcels (APN 209-230-20 (15580 W. Schulte Road, Tracy, California, 95337)) to the City as expeditiously as possible. The City's intends to construct Transit Maintenance Facility and a Police substation on the reacquired land.

On December 16, 2025, the City Council formally requested by resolution (2025-325) the return of the Property, including removing any encumbrances, thus returning any and all rights of the Property to the City.

On February 11, 2026, the Tri-Valley Board of Directors approved the attached amendment and a resolution authorizing its chair to execute the amendment, and delegating to the Executive Director the authority to execute any and all related documents.

Accordingly, Staff is bringing this item before the City Council, consistent with its prior resolution, to finalize the transaction between the City and Tri-Valley to return the Property to the City.

STRATEGIC PLAN

This agenda item is related to Infrastructure, Goal 4 to Support Regional Transit Systems and Infrastructure.

FISCAL IMPACT

There is no direct fiscal impact of approving this request.

RECOMMENDATION

Staff recommends that the City Council approve the amendment with Tri-Valley San Joaquin Regional Rail Authority returning to the City all rights and/or interest in APN 209-230-20 (15580 W. Schulte Road, Tracy, California, 95337) (approximately fifty acres), and help clear any and all potential issues concerning title of the Property.

Prepared by: L. David Nefouse, City Attorney

Approved by: Midori Lichtwardt, City Manager

APPROVED AS TO FORM AND LEGALITY

_____

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL
RESOLUTION NO. 2026- _____

APPROVE AN AMENDMENT TO THE PROPERTY TRANSFER OPTION CONTRACT AND SALE AGREEMENT WITH JOINT ESCROW INSTRUCTIONS WITH THE TRI-VALLEY SAN JOAQUIN REGIONAL RAIL AUTHORITY, AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT, AND THE CITY MANAGER TO EXECUTE ANY RELATED DOCUMENTS REGARDING APN 209-230-29, 15580 W. SCHULTE ROAD, TRACY, CALIFORNIA 95337 (APPROXIMATELY FIFTY (50) ACRES)

WHEREAS, City of Tracy owns certain real property located in the City of Tracy, County of San Joaquin, State of California, commonly referred to as 15580 and 15178 W. Schulte Road (APNs 209-230-29 and 209-230-30); and

WHEREAS, the City Council of Tracy, pursuant to Resolution 2020-168, approved a term sheet for Valley Link to acquire an option to acquire the property at nominal cost as Seller's full contribution toward the Valley Link Project; and

WHEREAS, on December 14, 2022, the Parties executed a "Memorandum of Option Agreement" (the "MOA") (that was subsequently recorded with the San Joaquin County Recorder's Office on February 17, 2023), which set out the price and terms of the option for Valley Link to purchase the Property; and

WHEREAS, to date, the Valley Link has not exercised the option on the Property; and

WHEREAS, as noted above, the area consists of two (2) parcels, APNs 209-230-29 and 209-230-30; and

WHEREAS, the Parties have met and conferred in good faith to begin the process to return any and all rights and interests in APN 209-230-29, 15580 W. Schulte Road (approximately 50 acres); and

WHEREAS, on December 16, 2025, the City, by and through the City Council, identified a need for a 50 acre portion of the property (APN 209-230- 029) for City use, and by means of a resolution adopted on December 16, 2025, requested that Valley Link release that parcel from the Agreement and

WHEREAS, on February 11, 2026, the Tri-Valley Board of Directors approved the attached amendment and a resolution authorizing its chair to execute the amendment, and delegating to the Executive Director the authority to execute any and all related documents;

NOW, THEREFORE, the City Council of the City of Tracy makes the following findings:

1. Approves the Amendment to the Property Transfer Option Contract and Sale Agreement with Joint Escrow Instructions, and authorizes the Mayor to execute the Amendment on behalf of the City and the City Manager to execute any other related documents required to complete the transaction regarding APN 209-230-20 (15580 W. Schulte Road, Tracy, California, 95337) (approximately fifty acres).

* * * * * * * * * * * * *

The foregoing Resolution 2026-_____was passed and adopted by the Tracy City Council on the 17th day of February, 2026, 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:_____
APRIL B. A. QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

Exhibits:

Exhibit 1 – First Amendment to the Property Transfer Option and Sale Agreement with Joint Escrow Instructions

FIRST AMENDMENT TO THE PROPERTY TRANSFER OPTION AND SALE AGREEMENT WITH JOINT ESCROW INSTRUCTIONS

THIS FIRST AMENDMENT (the "**Amendment**") to the PROPERTY TRANSFER OPTION AND SALE AGREEMENT WITH JOINT ESCROW INSTRUCTIONS (the "**Agreement**") is entered into as of February 17, 2026 ("**Effective Date**") by and between the City of Tracy ("**Seller**") and the Tri-Valley—San Joaquin Valley Regional Rail Authority ("**Buyer**"). Seller and Buyer are hereinafter collectively referred to as the "**Parties**."

RECITALS

WHEREAS, Seller owns certain real property located in the City of Tracy, County of San Joaquin, State of California, commonly referred to as 15580 and 15178 W. Schulte Road (APNs 209-230-29 and 209-230-30) and more particularly described in Exhibit A attached hereto and incorporated herein (the "**Property**"); and

WHEREAS, the City Council of Tracy, pursuant to Resolution 2020-168, approved a term sheet for Buyer to acquire an option to acquire the Property at nominal cost as Seller's full contribution toward the Valley Link Project; and

WHEREAS, pursuant to the authority granted in Resolution 2022-138, the Seller was willing to enter into the Agreement; and

WHEREAS, on December 14, 2022, the Parties executed the Agreement, which set out the price and terms of the purchase the Property and Buyer's option.

WHEREAS, coincident with the execution of the Agreement, the parties also executed a "Memorandum of Option Agreement" (the "**MOA**") (that was subsequently recorded with the San Joaquin County Recorder's Office on February 17, 2023 as document 2023-012929); and

WHEREAS, to date, the Buyer has not exercised the option on the Property; and

WHEREAS, as noted above, the Property consists of two (2) parcels, APNs 209-230-29 and 209-230-30;

WHEREAS, the Tracy City Council, pursuant to Resolution 2025-325, has formally requested that Valley Link release its rights to APN 209-230-29, located at 15580 W. Schulte Road (consisting of approximately 50 acres) from both the Agreement and the MOA; and

WHEREAS, the Parties have met and conferred in good faith to amend both this Agreement and the MOA to remove APN 209-230-29 from both the Agreement and the MOA, and release any and all rights and interests of Buyer in said parcel APN 209-230-29 in favor of the Seller; and

WHEREAS, Section 30(g) of the Agreement provides that the Parties have the authority to amend the Agreement in writing.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. The definition of "Property" in the Agreement is hereby amended to exclude APN 209-230-29, 15580 W. Schulte Road.

2. Exhibit A (the description of the Property) to the Agreement is hereby amended to exclude APN 209-230-29, 15580 W. Schulte Road by replacing Exhibit A with the attached Exhibit A-1.

3. The Parties agree to work collaboratively and in good faith to amend and/or edit other relevant and related documents to amend the Property description, including, but not limited to recording an amended MOA with the San Joaquin County Recorder's Office generally in the form of Exhibit B.

4. The Parties also agree to work collaboratively and in good faith to reconfigure the two parcels to facilitate the effective use of the two properties in light of existing encumbrances, including a natural gas pipeline that bisects the properties, and to address any other issues arising from this First Amendment.

5. The Parties agree that the Seller has received a check in the amount of $100.00 as full consideration for the grant of the Option.

6. All other terms and conditions shall remain in full force and effect.

CITY OF TRACY	**TRI-VALLEY – SAN JOAQUIN VALLEY REGIONAL RAIL AUTHORITY**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTEST:

_____

April Quintanilla, City Clerk

APPROVED AS TO FORM:

L. David Nefouse, City Attorney

APPROVED AS TO FORM:

Michael N. Conneran, Legal Counsel

EXHIBIT A

ORIGINAL DESCRIPTION OF PROPERTY

EXHIBIT A-1

AMENDED DESCRIPTION OF THE PROPERTY

EXHIBIT B

AMENDED MEMORANDUM OF OPTION AGREEMENT

February 17, 2026

Agenda Item 4.F

RECOMMENDATION: COUNCIL REQUESTED

Discuss whether the City Council would like to adopt a Council Resolution restating and re-affirming the City of Tracy's support for Valley Link as a megaregion project and transit priority and, if so, adopt a Resolution of the City of Tracy reaffirming the City of Tracy's support for the Tri-Valley - San Joaquin Valley megaregion and the Valley Link project.

EXECUTIVE SUMMARY

On November 18, 2025, during Council items, Council Member Nygard requested a discussion item for consideration and adoption of a Council resolution restating and re-affirming the City of Tracy's support for Valley Link as a megaregion project and transit priority. Mayor Arriola supported the request. This item is being agendized per Councilmember Nygard's request and asks that City Council to determine through discussion if it would consider adopting a formal resolution restating their support of Valley Link.

ANALYSIS

On November 18, 2025, during Council Items, Council Member Nygard requested a discussion item for consideration and adoption of a Council resolution restating and re-affirming the City of Tracy's support for Valley Link as a megaregion project and transit priority. Mayor Arriola supported the request.

Adopting a resolution of support expresses an official endorsement of the City Council. Specific to this discussion, the resolution would publicly state the Council body's support of the goals and principles of the Valley Link Rail Project.

According to the Valley Link website:

Valley Link has been developed in partnership with its 15-member agencies to be responsive to the goals and objectives of the communities it will serve and meets an urgent need to:

Connect Housing, People and Jobs
Connects the Megaregion's workforce to affordable housing. More than 105,000 Bay Area workers living in San Joaquin County commute daily through the Altamont in their cars.

Reduce Greenhouse Gas Emissions
Reduces greenhouse gas emissions by 32,220 to 42,650 metric tons by 2040.

Serve Disadvantaged and Low-Income Communities and Households
Promotes equity by serving four stations within areas designated as disadvantaged or within or near low-income communities in Northern San Joaquin County.

Create New Jobs and Promote Economic Recovery
Provides an estimated 22,000 jobs during construction. When operational will support 400 jobs per year with labor income of over $19 million per year and $69 million in business sales annually.

The Project Goals include:

Improve connectivity within the Northern California Megaregion: connecting housing, people, and jobs.

Rail connectivity between the San Francisco Bay Area Rapid Transit District's rapid transit system and the Altamont Corridor Express commuter service.

Project implementation that is fast, cost-effective and responsive to the goals and objectives of the communities it will serve.

Be a model of sustainability in the design, construction and operation of the system.

Support the vision of the California State Rail Plan to connect the Northern California Megaregion to the State rail system.

SUSTAINABILITY

The Valley Link Rail Project is being implemented as a model of economic and environmental sustainability – one that could operate on its own created renewable energy, support transit-oriented land use development around station areas and promote innovation in station access while maximizing air quality, equity, health, and workforce benefits. The Board-adopted Sustainability Policy outlines key implementing strategies for achieving these goals.

ACTION REQUESTED OF THE CITY COUNCIL

Discuss whether the City Council would like to adopt a Council Resolution restating and re-affirming the City of Tracy's support for Valley Link as a megaregion project and transit priority and, if so, adopt a Resolution of the City of Tracy reaffirming the City of Tracy's support for the Tri-Valley - San Joaquin Valley megaregion and the Valley Link project.

Prepared by: Arturo M. Sanchez, Assistant City Manager

Reviewed by: Sara Castro, Director of Finance
L. David Nefouse, City Attorney

Approved by: Midori Lichtwardt, City Manager

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF TRACY REAFFIRMING THE CITY OF TRACY'S SUPPORT FOR THE TRI-VALLEY - SAN JOAQUIN VALLEY MEGAREGION AND THE VALLEY LINK PROJECT

WHEREAS, the Tri-Valley - San Joaquin Valley Regional Rail Authority was formed in 2018 to develop a connection between San Joaquin County to the Bay Area Rapid Transit (BART) System to improve regional connectivity, jobs, and housing, and to support the larger vision of a unified Northern California Megaregion by easing commutes and boosting economic growth; and

WHEREAS, the Valley Link Commuter Project will provide significant benefits along the I-205/1-580 corridor, including a reduction in commute times, improvements in goods movement, greater access to jobs and housing, fewer emissions, a framework for transit oriented development, the preservation of open space, and increases in safety; and

WHEREAS, the Valley Link Commuter Project will provide significant benefits to the Megaregion by fostering a cohesive "Northern California Megaregion" connecting people, jobs, and housing, reducing congestion, and stimulating economic development; and

WHEREAS, The Valley Link project will create new jobs and promote economic Recovery by providing an estimated 22,000 jobs during construction; and

WHEREAS, The Valley Link project when operational will support 400 jobs per year with labor income of over $19 million per year and $69 million in business sales annually; and

WHEREAS, Valley Link and the Megaregion will aid the San Joaquin Valley region reduce carbon emissions, improve quality of life, and commute times for the residents of San Joaquin County funding; and

WHEREAS, it is believed that the Valley Link project when completed through the greater San Joaquin Valley will help reduce Greenhouse Gas Emissions by 32,220 to 42,650 metric tons by 2040; and

WHEREAS, the City Council wishes to reassert and reaffirm its unwavering commitment and dedication to the Megaregion and the Tri-Valley Regional Rail Authority and the Valley Link Project; and

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy Reaffirms the City of Tracy's support for the Tri-Valley - San Joaquin Valley Megaregion and the Valley Link Project.

* * * * * * * * * * * * * *

The foregoing Resolution 2026- ___was adopted by the Tracy City Council on the 17th day of February, 2026, 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:_____
APRIL B. A. QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

February 17, 2026

Agenda Item 4.G

Adopt a resolution 1) amending the at-will Employment Agreement between Midori Lichtwardt and the City of Tracy, effective December 14, 2025, to reflect a merit increase of 5% for a bi-weekly increase from $13,015.63 to $13,666.41; and 2) amending the Master Salary Schedule to reflect the salary increase for the City Manager, effective December 14, 2025.

This item is for the City Council to amend the at-will employment agreement between Midori Lichtwardt and the City of Tracy. Ms. Lichtwardt was appointed as the City Manager on December 19, 2023. Following a satisfactory performance evaluation conducted by the City Council on February 3, 2026, the Council authorized its negotiators to discuss with Ms. Lichtwardt an amendment to her employment agreement. The negotiators are requesting that the City Council provide a 5% merit increase and to establish September 2026 as the date of the next performance evaluation, as reflected in Attachment A.

The amendment to Subsection A "Base Salary" of Section 3 "Compensation and Benefits" of the Employment Agreement includes the increased bi-weekly salary of $13,666.41 reflecting the 5% merit increase. Subsection A of Section 3 is amended in its entirety to read as follows:

> "Section 3.A. During the term of this agreement, EMPLOYEE shall receive a base salary of $13,666.41, bi-weekly. This increase reflects a merit increase of 5%."

The amendment to Subsection A of Section 3 "Performance Evaluation" of the Employment Agreement establishes September 2026 as the next performance evaluation date and annually thereafter. Subsection B of Section 4 is amended in its entirety to read as follows:

> "In recognition of time served in the Interim City Manager position since May 2023, and consistent with the originally intended evaluation timeline, Council shall review Employee's performance in September 2026 and annually thereafter. The City Council shall provide Lichtwardt with a written performance evaluation in such format as the City Council may determine. If the City Council concludes Lichtwardt's job performance warrants a salary increase for merit, the Council may grant a merit adjustment in an amount determined by the Council, to be effective on a date determined by the Council. Such merit adjustments may be granted one or more occasions during the term of this Agreement."

This item will also authorize an amendment to the Master Salary Schedule, effective December 15, 2025, to reflect a bi-weekly increase from $13,015.63 to $13,666.41 as shown in Attachment B.

The proposed amendment to the agreement has been prepared by Kimberly Murdaugh, Director of Human Resources, on behalf of the City Council.

Prepared by: Kimberly Murdaugh, Director of Human Resources
Juan Lopez, Amistad Associates

Reviewed by: Sara Castro, Director of Finance
L. David Nefouse, City Attorney

Approved by: Arturo M. Sanchez, Assistant City Manager

ATTACHMENTS

Attachment A – Amendment to Employment Agreement between Midori Lichtwardt and the City of Tracy
Attachment B – Master Salary Schedule Effective December 14, 2025

ATTACHMENT A

AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN MIDORI LICHTWARDT AND THE CITY OF TRACY

This Amendment to an Employment Agreement (hereinafter "Agreement") is made and entered into between the City of Tracy, a municipal corporation ("CITY"), and Midori Lichtwardt, an individual ("EMPLOYEE"), both of whom agree as follows:

RECITALS:

A. On December 19, 2023, the City Council approved an Employment Agreement ("Agreement") with Midori Lichtwardt to serve as City Manager.

B. An employee evaluation was conducted during Closed Session on February 3, 2026, and the parties have agreed to amend certain provisions contained in the Agreement.

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

2. **Amendment to Subsection A of Section 3**. Effective December 14, 2025, Subsection A "Base Salary" of Section 3 "Compensation and Benefits" of the agreement is hereby amended to read, in its entirety, as follows:

   "Section 3.A. During the term of this agreement, EMPLOYEE shall receive a base salary of $13,666.41, bi-weekly. This increase reflects a merit increase of 5%.

3. **Amendment to Subsection B of Section 4**. Subsection B of Section 4 "Performance Evaluation" of the agreement is hereby amended to read, in its entirety, as follows:

   "In recognition of time served in the Interim City Manager position since May 2023, and consistent with the originally intended evaluation timeline, Council shall review Employee's performance in September 2026 and annually thereafter. The City Council shall provide Lichtwardt with a written performance evaluation in such format as the City Council may determine. If the City Council concludes Lichtwardt's job performance warrants a salary increase for merit, the Council may grant a merit adjustment in an amount determined by the Council, to be effective on a date determined by the Council. Such merit adjustments may be granted one or more occasions during the term of this Agreement."

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

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

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

ATTACHMENT A

CITY OF TRACY (EMPLOYER)

_____
Dan Arriola, Mayor

Dated:_____

MIDORI LICHTWARDT (EMPLOYEE)

_____
Midori Lichtwardt

Dated:_____

ATTEST:

_____
April B.A Quintanilla, City Clerk

Dated:_____

APPROVED AS TO FORM:

_____
David Nefouse, City Attorney

Dated:_____

CITY OF TRACY

Attachment B

Effective 12/14/2025

City of Tracy
Master Salary Schedule

Class	Position Title	Salaried	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4112	ACCOUNT CLERK		TTSSEA	A	2,448.21	5,304.46	63,653.46	30.6026
				B	2,570.63	5,569.70	66,836.38	32.1329
				C	2,699.15	5,848.16	70,177.90	33.7394
				D	2,834.12	6,140.59	73,687.12	35.4265
				E	2,975.83	6,447.63	77,371.58	37.1979
3106	ACCOUNTANT	Y	TMMBU	A	3,849.17	8,339.87	100,078.42	48.1146
				B	4,041.64	8,756.89	105,082.64	50.5205
				C	4,243.71	9,194.71	110,336.46	53.0464
				D	4,455.89	9,654.43	115,853.14	55.6986
				E	4,678.68	10,137.14	121,645.68	58.4835
2520	ACCOUNTING MANAGER	Y	CONF	A	5,564.59	12,056.61	144,679.34	69.5574
				B	5,842.82	12,659.44	151,913.32	73.0353
				C	6,134.97	13,292.44	159,509.22	76.6871
				D	6,441.73	13,957.08	167,484.98	80.5216
				E	6,763.84	14,654.99	175,859.84	84.5480
4201	ACCOUNTING TECHNICIAN		TTSSEA	A	3,010.82	6,523.44	78,281.32	37.6353
				B	3,161.38	6,849.66	82,195.88	39.5173
				C	3,319.44	7,192.12	86,305.44	41.4930
				D	3,485.42	7,551.74	90,620.92	43.5678
				E	3,659.71	7,929.37	95,152.46	45.7464
4102	ADMINISTRATIVE ASSISTANT		TTSSEA	A	2,437.39	5,281.01	63,372.14	30.4674
				B	2,559.24	5,545.02	66,540.24	31.9905
				C	2,687.21	5,822.29	69,867.46	33.5901
				D	2,821.56	6,113.38	73,360.56	35.2695
				E	2,962.63	6,419.03	77,028.38	37.0329
8102	ADMINISTRATIVE ASSISTANT-CONF		CONF Non-Mgmt	A	2,497.82	5,411.94	64,943.32	31.2228
				B	2,622.70	5,682.52	68,190.20	32.7838
				C	2,753.84	5,966.65	71,599.84	34.4230
				D	2,891.55	6,265.03	75,180.30	36.1444
				E	3,036.11	6,578.24	78,938.86	37.9514
4107	ADMINISTRATIVE TECHNICIAN		TTSSEA	A	3,010.82	6,523.44	78,281.32	37.6353
				B	3,161.38	6,849.66	82,195.88	39.5173
				C	3,319.44	7,192.12	86,305.44	41.4930
				D	3,485.42	7,551.74	90,620.92	43.5678
				E	3,659.71	7,929.37	95,152.46	45.7464
3510	AIRPORT MANAGER	Y	TMMBU	A	3,907.22	8,465.64	101,587.72	48.8403
				B	4,102.56	8,888.88	106,666.56	51.2820
				C	4,307.68	9,333.31	111,999.68	53.8460
				D	4,523.05	9,799.94	117,599.30	56.5381
				E	4,749.20	10,289.93	123,479.20	59.3650

5522	ANIMAL SERVICES AIDE		TEAMSTERS	A	1,670.71	3,619.87	43,438.46	20.8839
				B	1,754.25	3,800.88	45,610.50	21.9281
				C	1,841.97	3,990.94	47,891.22	23.0246
				D	1,934.06	4,190.46	50,285.56	24.1758
				E	2,030.75	4,399.96	52,799.50	25.3844
3620	ANIMAL SERVICES MANAGER	Y	TMMBU	A	4,197.18	9,093.89	109,126.68	52.4648
				B	4,407.04	9,548.59	114,583.04	55.0880
				C	4,627.40	10,026.03	120,312.40	57.8425
				D	4,858.76	10,527.31	126,327.76	60.7345
				E	5,101.71	11,053.71	132,644.46	63.7714
5521	ANIMAL SERVICES OFFICER I		TEAMSTERS	A	2,325.30	5,038.15	60,457.80	29.0663
				B	2,441.52	5,289.96	63,479.52	30.5190
				C	2,563.59	5,554.45	66,653.34	32.0449
				D	2,691.77	5,832.17	69,986.02	33.6471
				E	2,826.39	6,123.85	73,486.14	35.3299
5523	ANIMAL SERVICES OFFICER II		TEAMSTERS	A	2,558.34	5,543.07	66,516.84	31.9793
				B	2,686.24	5,820.19	69,842.24	33.5780
				C	2,820.58	6,111.26	73,335.08	35.2573
				D	2,961.60	6,416.80	77,001.60	37.0200
				E	3,109.69	6,737.66	80,851.94	38.8711
3621	ANIMAL SERVICES SUPERVISOR		TMMBU Non-Exempt	A	3,110.00	6,738.33	80,860.00	38.8750
				B	3,265.50	7,075.25	84,903.00	40.8188
				C	3,428.76	7,428.98	89,147.76	42.8595
				D	3,600.21	7,800.46	93,605.46	45.0026
				E	3,780.22	8,190.48	98,285.72	47.2528
2573	ASSISTANT CITY ATTORNEY	Y	CONF	A	7,083.99	15,348.65	184,183.74	88.5499
				B	7,438.17	16,116.04	193,392.42	92.9771
				C	7,810.09	16,921.86	203,062.34	97.6261
				D	8,200.59	17,767.95	213,215.34	102.5074
				E	8,610.61	18,656.32	223,875.86	107.6326
3338	ASSISTANT CITY ENGINEER	Y	TMMBU	A	5,964.97	12,924.10	155,089.22	74.5621
				B	6,278.92	13,604.33	163,251.92	78.4865
				C	6,609.38	14,320.32	171,843.88	82.6173
				D	6,957.26	15,074.06	180,888.76	86.9658
				E	7,323.41	15,867.39	190,408.66	91.5426
1502	ASSISTANT CITY MANAGER	Y	DEPT HEAD	MIN	10,318.65	22,357.09	268,285.02	128.9831
				MAX	11,066.61	23,977.66	287,731.96	138.3326
2682	ASSISTANT DIRECTOR DS	Y	CONF	A	6,765.65	14,658.91	175,906.90	84.5706
				B	7,103.92	15,391.83	184,701.92	88.7990

				C	7,459.12	16,161.43	193,937.12	93.2390
				D	7,832.06	16,969.46	203,633.56	97.9008
				E	8,223.66	17,817.93	213,815.16	102.7958
2635	ASSISTANT DIRECTOR-OPERATIONS	Y	CONF	A	6,765.65	14,658.91	175,906.90	84.5706
				B	7,103.92	15,391.83	184,701.92	88.7990
				C	7,459.12	16,161.43	193,937.12	93.2390
				D	7,832.06	16,969.46	203,633.56	97.9008
				E	8,223.66	17,817.93	213,815.16	102.7958
2640	ASSISTANT DIRECTOR-PARKS	Y	CONF	A	6,765.65	14,658.91	175,906.90	84.5706
				B	7,103.92	15,391.83	184,701.92	88.7990
				C	7,459.12	16,161.43	193,937.12	93.2390
				D	7,832.06	16,969.46	203,633.56	97.9008
				E	8,223.66	17,817.93	213,815.16	102.7958
2636	ASSISTANT DIRECTOR-UTILITIES	Y	CONF	A	6,765.65	14,658.91	175,906.90	84.5706
				B	7,103.92	15,391.83	184,701.92	88.7990
				C	7,459.12	16,161.43	193,937.12	93.2390
				D	7,832.06	16,969.46	203,633.56	97.9008
				E	8,223.66	17,817.93	213,815.16	102.7958
3302	ASSISTANT ENGINEER	Y	TMMBU	A	4,095.20	8,872.93	106,475.20	51.1900
				B	4,299.93	9,316.52	111,798.18	53.7491
				C	4,514.94	9,782.37	117,388.44	56.4368
				D	4,740.69	10,271.50	123,257.94	59.2586
				E	4,977.72	10,785.06	129,420.72	62.2215
5232	ASSISTANT PLANNER		TEAMSTERS	A	3,340.38	7,237.49	86,849.88	41.7548
				B	3,507.40	7,599.37	91,192.40	43.8425
				C	3,682.77	7,979.34	95,752.02	46.0346
				D	3,866.91	8,378.31	100,539.66	48.3364
				E	4,060.25	8,797.21	105,566.50	50.7531
2580	ASSISTANT TO CITY MANAGER	Y	CONF	A	5,564.59	12,056.61	144,679.34	69.5574
				B	5,842.82	12,659.44	151,913.32	73.0353
				C	6,134.97	13,292.44	159,509.22	76.6871
				D	6,441.73	13,957.08	167,484.98	80.5216
				E	6,763.84	14,654.99	175,859.84	84.5480
3303	ASSOCIATE CIVIL ENGINEER	Y	TMMBU	A	4,520.53	9,794.48	117,533.78	56.5066
				B	4,746.54	10,284.17	123,410.04	59.3318
				C	4,983.88	10,798.41	129,580.88	62.2985
				D	5,233.06	11,338.30	136,059.56	65.4133
				E	5,494.70	11,905.18	142,862.20	68.6838
3333	ASSOCIATE ENGINEER	Y	TMMBU	A	4,520.53	9,794.48	117,533.78	56.5066
				B	4,746.54	10,284.17	123,410.04	59.3318

				C	4,983.88	10,798.41	129,580.88	62.2985
				D	5,233.06	11,338.30	136,059.56	65.4133
				E	5,494.70	11,905.18	142,862.20	68.6838
3202	ASSOCIATE PLANNER	Y	TMMBU	A	3,825.62	8,288.84	99,466.12	47.8203
				B	4,016.90	8,703.28	104,439.40	50.2113
				C	4,217.75	9,138.46	109,661.50	52.7219
				D	4,428.64	9,595.39	115,144.64	55.3580
				E	4,650.08	10,075.17	120,902.08	58.1260
4451	BOX OFFICE ASSISTANT		TTSSEA	A	2,195.34	4,756.57	57,078.84	27.4418
				B	2,305.13	4,994.45	59,933.38	28.8141
				C	2,420.39	5,244.18	62,930.14	30.2549
				D	2,541.39	5,506.35	66,076.14	31.7674
				E	2,668.49	5,781.73	69,380.74	33.3561
4455	BOX OFFICE COORDINATOR		TTSSEA	A	2,902.48	6,288.71	75,464.48	36.2810
				B	3,047.61	6,603.16	79,237.86	38.0951
				C	3,199.98	6,933.29	83,199.48	39.9998
				D	3,359.98	7,279.96	87,359.48	41.9998
				E	3,527.98	7,643.96	91,727.48	44.0998
3104	BUDGET OFFICER	Y	CONF	A	5,140.23	11,137.17	133,645.98	64.2529
				B	5,397.23	11,694.00	140,327.98	67.4654
				C	5,667.08	12,278.67	147,344.08	70.8385
				D	5,950.46	12,892.66	154,711.96	74.3808
				E	6,247.98	13,537.29	162,447.48	78.0998
5211	BUILDING INSPECTOR I		TEAMSTERS	A	2,997.65	6,494.91	77,938.90	37.4706
				B	3,147.52	6,819.63	81,835.52	39.3440
				C	3,304.91	7,160.64	85,927.66	41.3114
				D	3,470.16	7,518.68	90,224.16	43.3770
				E	3,643.66	7,894.60	94,735.16	45.5458
5212	BUILDING INSPECTOR II		TEAMSTERS	A	3,828.49	8,295.06	99,540.74	47.8561
				B	4,019.94	8,709.87	104,518.44	50.2493
				C	4,220.91	9,145.31	109,743.66	52.7614
				D	4,431.97	9,602.60	115,231.22	55.3996
				E	4,653.53	10,082.65	120,991.78	58.1691
5320	BUILDING MAINTENANCE WORKER I		TEAMSTERS	A	2,544.23	5,512.50	66,149.98	31.8029
				B	2,671.46	5,788.16	69,457.96	33.3933
				C	2,805.03	6,077.57	72,930.78	35.0629
				D	2,945.29	6,381.46	76,577.54	36.8161
				E	3,092.55	6,700.53	80,406.30	38.6569
5321	BUILDING MAINTENANCE WORKER II		TEAMSTERS	A	2,805.10	6,077.72	72,932.60	35.0638
				B	2,945.36	6,381.61	76,579.36	36.8170

				C	3,092.62	6,700.68	80,408.12	38.6578
				D	3,247.24	7,035.69	84,428.24	40.5905
				E	3,409.62	7,387.51	88,650.12	42.6203
3341	BUILDING OFFICIAL	Y	TMMBU	A	5,798.78	12,564.02	150,768.28	72.4848
				B	6,088.70	13,192.18	158,306.20	76.1088
				C	6,393.16	13,851.85	166,222.16	79.9145
				D	6,712.80	14,544.40	174,532.80	83.9100
				E	7,048.45	15,271.64	183,259.70	88.1056
4501	BUILDING PERMIT TECHNICIAN I		TTSSEA	A	2,779.95	6,023.23	72,278.70	34.7494
				B	2,918.97	6,324.44	75,893.22	36.4871
				C	3,064.90	6,640.62	79,687.40	38.3113
				D	3,218.15	6,972.66	83,671.90	40.2269
				E	3,379.07	7,321.32	87,855.82	42.2384
4502	BUILDING PERMIT TECHNICIAN II		TTSSEA	A	3,064.97	6,640.77	79,689.22	38.3121
				B	3,218.23	6,972.83	83,673.98	40.2279
				C	3,379.14	7,321.47	87,857.64	42.2393
				D	3,548.11	7,687.57	92,250.86	44.3514
				E	3,725.51	8,071.94	96,863.26	46.5689
1530	CHIEF INNOVATION OFFICER	Y	DEPT HEAD	MIN	7,723.66	16,734.60	200,815.20	96.5458
				MAX	9,380.60	20,324.63	243,895.54	117.2575
1506	CITY ATTORNEY	Y	CONTRACT		11,695.39	25,340.02	304,080.22	146.1924
3110	CITY CLERK	Y	TMMBU	A	5,260.38	11,397.49	136,769.88	65.7548
				B	5,523.41	11,967.39	143,608.66	69.0426
				C	5,799.57	12,565.74	150,788.82	72.4946
				D	6,089.54	13,194.00	158,328.04	76.1193
				E	6,394.02	13,853.71	166,244.52	79.9253
1102	CITY COUNCIL MEMBER		ELECTED		876.93	1,900.02	22,800.18	
2681	CITY ENGINEER	Y	CONF	A	7,088.20	15,357.77	184,293.20	88.6025
				B	7,442.62	16,125.68	193,508.12	93.0328
				C	7,814.75	16,931.96	203,183.50	97.6844
				D	8,205.49	17,778.56	213,342.74	102.5686
				E	8,615.79	18,667.55	224,010.54	107.6974
1501	CITY MANAGER	Y	CONTRACT		13,666.41	29,610.56	355,326.66	170.8301
1112	CITY TREASURER		ELECTED		876.93	1,900.02	22,800.18	
9107	CLERICAL AIDE (H)		LIMITED SERVICE	A				17.0191
				B				17.8701
				C				18.7637

				D				19.7017
				E				20.6868
3155	CODE COMPLIANCE ANALYST	Y	TMMBU	A	4,057.86	8,792.03	105,504.36	50.7233
				B	4,260.74	9,231.60	110,779.24	53.2593
				C	4,473.78	9,693.19	116,318.28	55.9223
				D	4,697.48	10,177.87	122,134.48	58.7185
				E	4,932.35	10,686.76	128,241.10	61.6544
5202	CODE ENFORCEMENT OFFICER		TEAMSTERS	A	3,096.52	6,709.13	80,509.52	38.7065
				B	3,251.34	7,044.57	84,534.84	40.6418
				C	3,413.92	7,396.83	88,761.92	42.6740
				D	3,584.61	7,766.66	93,199.86	44.8076
				E	3,763.84	8,154.99	97,859.84	47.0480
4465	COMMUNICATIONS COORDINATOR		TTSSEA	A	2,902.48	6,288.71	75,464.48	36.2810
				B	3,047.61	6,603.16	79,237.86	38.0951
				C	3,199.98	6,933.29	83,199.48	39.9998
				D	3,359.98	7,279.96	87,359.48	41.9998
				E	3,527.98	7,643.96	91,727.48	44.0998
3315	COMMUNITY PRESERVATION MANAGER	Y	TMMBU	A	4,520.53	9,794.48	117,533.78	56.5066
				B	4,746.54	10,284.17	123,410.04	59.3318
				C	4,983.88	10,798.41	129,580.88	62.2985
				D	5,233.06	11,338.30	136,059.56	65.4133
				E	5,494.70	11,905.18	142,862.20	68.6838
5513	COMMUNITY SERVICES OFFICER		TEAMSTERS	A	2,703.87	5,858.39	70,300.62	33.7984
				B	2,839.06	6,151.30	73,815.56	35.4883
				C	2,980.98	6,458.79	77,505.48	37.2623
				D	3,130.05	6,781.78	81,381.30	39.1256
				E	3,286.57	7,120.90	85,450.82	41.0821
5222	CONSTRUCTION INSPECTOR I		TEAMSTERS	A	3,474.84	7,528.82	90,345.84	43.4355
				B	3,648.60	7,905.30	94,863.60	45.6075
				C	3,831.01	8,300.52	99,606.26	47.8876
				D	4,022.56	8,715.55	104,586.56	50.2820
				E	4,223.72	9,151.39	109,816.72	52.7965
5223	CONSTRUCTION INSPECTOR II		TEAMSTERS	A	3,831.17	8,300.87	99,610.42	47.8896
				B	4,022.73	8,715.92	104,590.98	50.2841
				C	4,223.85	9,151.68	109,820.10	52.7981
				D	4,435.08	9,609.34	115,312.08	55.4385
				E	4,656.82	10,089.78	121,077.32	58.2103
3347	CONSTRUCTION PROJECT MANAGER	Y	TMMBU	A	5,112.10	11,076.22	132,914.60	63.9013
				B	5,367.71	11,630.04	139,560.46	67.0964
				C	5,636.10	12,211.55	146,538.60	70.4513

				D	5,917.88	12,822.07	153,864.88	73.9735
				E	6,213.78	13,463.19	161,558.28	77.6723
4605	CRIME ANALYST		TTSSEA	A	3,284.86	7,117.20	85,406.36	41.0608
				B	3,449.10	7,473.05	89,676.60	43.1138
				C	3,621.58	7,846.76	94,161.08	45.2698
				D	3,802.66	8,239.10	98,869.16	47.5333
				E	3,992.76	8,650.98	103,811.76	49.9095
5514	CRIME PREVENTION SPECIALIST		TEAMSTERS	A	2,800.78	6,068.36	72,820.28	35.0098
				B	2,940.85	6,371.84	76,462.10	36.7606
				C	3,087.90	6,690.45	80,285.40	38.5988
				D	3,242.26	7,024.90	84,298.76	40.5283
				E	3,404.37	7,376.14	88,513.62	42.5546
3622	CRIME SCENE PROP UNIT SUPER		TMMBU Non-Exempt	A	3,344.25	7,245.88	86,950.50	41.8031
				B	3,511.45	7,608.14	91,297.70	43.8931
				C	3,686.99	7,988.48	95,861.74	46.0874
				D	3,871.34	8,387.90	100,654.84	48.3918
				E	4,064.92	8,807.33	105,687.92	50.8115
5517	CRIME SCENE TECHNICIAN		TEAMSTERS	A	3,033.25	6,572.04	78,864.50	37.9156
				B	3,184.87	6,900.55	82,806.62	39.8109
				C	3,344.13	7,245.62	86,947.38	41.8016
				D	3,511.35	7,607.93	91,295.10	43.8919
				E	3,686.92	7,988.33	95,859.92	46.0865
1108	CULTURAL ARTS COMMISSIONER				Stipend of $50.00 per meeting.			
3162	CULTURAL ARTS DIVISION MGR	Y	TMMBU	A	5,429.95	11,764.89	141,178.70	67.8744
				B	5,701.45	12,353.14	148,237.70	71.2681
				C	5,986.52	12,970.79	155,649.52	74.8315
				D	6,285.84	13,619.32	163,431.84	78.5730
				E	6,600.12	14,300.26	171,603.12	82.5015
4459	CULTURAL ARTS PROGRAM COORD		TTSSEA	A	2,902.48	6,288.71	75,464.48	36.2810
				B	3,047.61	6,603.16	79,237.86	38.0951
				C	3,199.98	6,933.29	83,199.48	39.9998
				D	3,359.98	7,279.96	87,359.48	41.9998
				E	3,527.98	7,643.96	91,727.48	44.0998
3524	CULTURAL ARTS SUPERVISOR	Y	TMMBU	A	4,197.18	9,093.89	109,126.68	52.4648
				B	4,407.04	9,548.59	114,583.04	55.0880
				C	4,627.40	10,026.03	120,312.40	57.8425
				D	4,858.76	10,527.31	126,327.76	60.7345
				E	5,101.71	11,053.71	132,644.46	63.7714
4461	CULTURAL ARTS TECHNICAL COORD		TTSSEA	A	2,437.39	5,281.01	63,372.14	30.4674

				B	2,559.24	5,545.02	66,540.24	31.9905
				C	2,687.21	5,822.29	69,867.46	33.5901
				D	2,821.56	6,113.38	73,360.56	35.2695
				E	2,962.63	6,419.03	77,028.38	37.0329
3523	CULTURAL ARTS TECHNICAL SUPV	Y	TMMBU	A	3,484.30	7,549.32	90,591.80	43.5538
				B	3,658.53	7,926.82	95,121.78	45.7316
				C	3,841.44	8,323.12	99,877.44	48.0180
				D	4,033.51	8,739.27	104,871.26	50.4189
				E	4,235.21	9,176.29	110,115.46	52.9401
3113	CYBER SECURITY OFFICER	Y	TMMBU	A	5,058.74	10,960.60	131,527.24	63.2343
				B	5,311.69	11,508.66	138,103.94	66.3961
				C	5,577.26	12,084.06	145,008.76	69.7158
				D	5,856.13	12,688.28	152,259.38	73.2016
				E	6,148.94	13,322.70	159,872.44	76.8618
9552	D.A.R.E. OFFICER		LIMITED SERVICE	A				39.9345
				B				41.9329
				C				44.0300
				D				46.2261
				E				48.5429
2571	DEPUTY CITY ATTORNEY I	Y	CONF	A	5,561.82	12,050.61	144,607.32	69.5228
				B	5,839.91	12,653.14	151,837.66	72.9989
				C	6,131.93	13,285.85	159,430.18	76.6491
				D	6,438.52	13,950.13	167,401.52	80.4815
				E	6,760.43	14,647.60	175,771.18	84.5054
2572	DEPUTY CITY ATTORNEY II	Y	CONF	A	6,118.01	13,255.69	159,068.26	76.4751
				B	6,423.92	13,918.49	167,021.92	80.2990
				C	6,745.12	14,614.43	175,373.12	84.3140
				D	7,082.39	15,345.18	184,142.14	88.5299
				E	7,436.49	16,112.40	193,348.74	92.9561
4116	DEPUTY CITY CLERK		TTSSEA	A	3,233.97	7,006.94	84,083.22	40.4246
				B	3,395.68	7,357.31	88,287.68	42.4460
				C	3,565.46	7,725.16	92,701.96	44.5683
				D	3,743.74	8,111.44	97,337.24	46.7968
				E	3,930.93	8,517.02	102,204.18	49.1366
2711	DEPUTY POLICE CHIEF	Y	CONF	A	7,523.46	16,300.83	195,609.96	94.0433
				B	7,899.64	17,115.89	205,390.64	98.7455
				C	8,294.62	17,971.68	215,660.12	103.6828
				D	8,709.34	18,870.24	226,442.84	108.8668
				E	9,144.82	19,813.78	237,765.32	114.3103
1528	DIRECTOR OF COMM. & ECON DEV.	Y	DEPT HEAD	MIN	7,723.66	16,734.60	200,815.20	96.5458

				MAX	9,380.60	20,324.62	243,895.49	117.2575
1522	DIRECTOR OF FINANCE	Y	DEPT HEAD	MIN	7,723.66	16,734.60	200,815.20	96.5458
				MAX	9,380.60	20,324.62	243,895.49	117.2575
1518	DIRECTOR OF HUMAN RESOURCES	Y	DEPT HEAD	MIN	7,723.66	16,734.60	200,815.20	96.5458
				MAX	9,380.60	20,324.62	243,895.49	117.2575
1527	DIRECTOR OF MOBILITY & HOUSING	Y	DEPT HEAD	MIN	7,723.66	16,734.60	200,815.20	96.5458
				MAX	9,380.60	20,324.62	243,895.49	117.2575
1524	DIRECTOR OF PUBLIC WORKS	Y	DEPT HEAD	MIN	8,278.29	17,936.30	215,235.56	103.4786
				MAX	10,060.56	21,797.88	261,574.51	125.7570
1516	DIRECTOR PARKS & RECREATION	Y	DEPT HEAD	MIN	7,723.66	16,734.60	200,815.20	96.5458
				MAX	9,380.60	20,324.62	243,895.49	117.2575
3424	DNU-UTILITIES LAB SUPTNDT	Y	TMMBU	A	4,466.00	9,676.33	116,116.00	55.8250
				B	4,689.31	10,160.17	121,922.06	58.6164
				C	4,923.77	10,668.17	128,018.02	61.5471
				D	5,169.97	11,201.60	134,419.22	64.6246
				E	5,428.45	11,761.64	141,139.70	67.8556
3208	ECONOMIC DEVELOPMENT ANALYST I	Y	TMMBU	A	3,528.65	7,645.41	91,744.90	44.1081
				B	3,705.08	8,027.67	96,332.08	46.3135
				C	3,890.34	8,429.07	101,148.84	48.6293
				D	4,084.86	8,850.53	106,206.36	51.0608
				E	4,289.10	9,293.05	111,516.60	53.6138
3207	ECONOMIC DEVELOPMENT MANAGER	Y	TMMBU	A	5,517.44	11,954.45	143,453.44	68.9680
				B	5,793.29	12,552.13	150,625.54	72.4161
				C	6,082.97	13,179.77	158,157.22	76.0371
				D	6,387.11	13,838.74	166,064.86	79.8389
				E	6,706.47	14,530.69	174,368.22	83.8309
3209	ECONOMIC DEVELOPMNT ANALYST II	Y	TMMBU	A	4,057.86	8,792.03	105,504.36	50.7233
				B	4,260.74	9,231.60	110,779.24	53.2593
				C	4,473.78	9,693.19	116,318.28	55.9223
				D	4,697.48	10,177.87	122,134.48	58.7185
				E	4,932.35	10,686.76	128,241.10	61.6544
5325	ELECTRICIAN		TEAMSTERS	A	3,843.28	8,327.11	99,925.28	48.0410
				B	4,035.47	8,743.52	104,922.22	50.4434
				C	4,237.25	9,180.71	110,168.50	52.9656
				D	4,449.09	9,639.70	115,676.34	55.6136
				E	4,671.54	10,121.67	121,460.04	58.3943
9105	ENGINEERING INTERN		LIMITED	A				22.5640

			SERVICE	B				23.6949
				C				24.8809
				D				26.1216
				E				27.4282
5221	ENGINEERING TECHNICIAN I		TEAMSTERS	A	3,058.88	6,627.57	79,530.88	38.2360
				B	3,211.82	6,958.94	83,507.32	40.1478
				C	3,372.41	7,306.89	87,682.66	42.1551
				D	3,541.03	7,672.23	92,066.78	44.2629
				E	3,718.11	8,055.91	96,670.86	46.4764
5225	ENGINEERING TECHNICIAN II		TEAMSTERS	A	3,372.43	7,306.93	87,683.18	42.1554
				B	3,541.05	7,672.28	92,067.30	44.2631
				C	3,718.12	8,055.93	96,671.12	46.4765
				D	3,904.04	8,458.75	101,505.04	48.8005
				E	4,099.19	8,881.58	106,578.94	51.2399
3412	ENVIRONMENTAL COMPLIANCE ANLST	Y	TMMBU	A	4,057.86	8,792.03	105,504.36	50.7233
				B	4,260.74	9,231.60	110,779.24	53.2593
				C	4,473.78	9,693.19	116,318.28	55.9223
				D	4,697.48	10,177.87	122,134.48	58.7185
				E	4,932.35	10,686.76	128,241.10	61.6544
5424	ENVIRONMENTAL COMPLIANCE TECH		TEAMSTERS	A	2,900.00	6,283.33	75,400.00	36.2500
				B	3,044.98	6,597.46	79,169.48	38.0623
				C	3,197.25	6,927.38	83,128.50	39.9656
				D	3,357.09	7,273.70	87,284.34	41.9636
				E	3,524.93	7,637.35	91,648.18	44.0616
5313	EQUIPMENT MECHANIC I		TEAMSTERS	A	2,811.22	6,090.98	73,091.72	35.1403
				B	2,951.76	6,395.48	76,745.76	36.8970
				C	3,099.35	6,715.26	80,583.10	38.7419
				D	3,254.31	7,051.01	84,612.06	40.6789
				E	3,417.03	7,403.57	88,842.78	42.7129
5314	EQUIPMENT MECHANIC II		TEAMSTERS	A	3,099.34	6,715.24	80,582.84	38.7418
				B	3,254.32	7,051.03	84,612.32	40.6790
				C	3,417.02	7,403.54	88,842.52	42.7128
				D	3,587.87	7,773.72	93,284.62	44.8484
				E	3,767.26	8,162.40	97,948.76	47.0908
4108	EXECUTIVE ASSISTANT		TTSSEA	A	2,964.97	6,424.10	77,089.22	37.0621
				B	3,113.21	6,745.29	80,943.46	38.9151
				C	3,268.88	7,082.57	84,990.88	40.8610
				D	3,432.32	7,436.69	89,240.32	42.9040
				E	3,603.94	7,808.54	93,702.44	45.0493
2581	EXECUTIVE ASSISTANT TO CM		CONF Non-	A	3,480.59	7,541.28	90,495.34	43.5074

			Mgmt	B	3,654.60	7,918.30	95,019.60	45.6825
				C	3,837.33	8,314.22	99,770.58	47.9666
				D	4,029.21	8,729.96	104,759.46	50.3651
				E	4,230.65	9,166.41	109,996.90	52.8831
8108	EXECUTIVE ASSISTANT-CONF		CONF Non-Mgmt	A	3,038.50	6,583.42	79,001.00	37.9813
				B	3,190.44	6,912.62	82,951.44	39.8805
				C	3,349.95	7,258.23	87,098.70	41.8744
				D	3,517.43	7,621.10	91,453.18	43.9679
				E	3,693.32	8,002.19	96,026.32	46.1665
9635	FACILITY ATTENDANT		LIMITED SERVICE	A				21.7406
				B				22.8276
				C				23.9695
				D				25.1663
				E				26.4290
3107	FINANCIAL ANALYST I	Y	TMMBU	A	3,528.65	7,645.41	91,744.90	44.1081
				B	3,705.08	8,027.67	96,332.08	46.3135
				C	3,890.34	8,429.07	101,148.84	48.6293
				D	4,084.86	8,850.53	106,206.36	51.0608
				E	4,289.10	9,293.05	111,516.60	53.6138
3108	FINANCIAL ANALYST II	Y	TMMBU	A	4,057.86	8,792.03	105,504.36	50.7233
				B	4,260.74	9,231.60	110,779.24	53.2593
				C	4,473.78	9,693.19	116,318.28	55.9223
				D	4,697.48	10,177.87	122,134.48	58.7185
				E	4,932.35	10,686.76	128,241.10	61.6544
3404	FLEET SUPERVISOR	Y	TMMBU	A	4,067.42	8,812.74	105,752.92	50.8428
				B	4,270.75	9,253.29	111,039.50	53.3844
				C	4,484.30	9,715.98	116,591.80	56.0538
				D	4,708.49	10,201.73	122,420.74	58.8561
				E	4,943.93	10,711.85	128,542.18	61.7991
3120	GIS ANALYST	Y	TMMBU	A	4,057.86	8,792.03	105,504.36	50.7233
				B	4,260.74	9,231.60	110,779.24	53.2593
				C	4,473.78	9,693.19	116,318.28	55.9223
				D	4,697.48	10,177.87	122,134.48	58.7185
				E	4,932.35	10,686.76	128,241.10	61.6544
4206	GIS TECHNICIAN		TTSSEA	A	3,284.86	7,117.20	85,406.36	41.0608
				B	3,449.10	7,473.05	89,676.60	43.1138
				C	3,621.58	7,846.76	94,161.08	45.2698
				D	3,802.66	8,239.10	98,869.16	47.5333
				E	3,992.76	8,650.98	103,811.76	49.9095
3215	HOMELESS SERVICES MANAGER	Y	TMMBU	A	5,015.84	10,867.65	130,411.84	62.6980

				B	5,266.63	11,411.03	136,932.38	65.8329
				C	5,529.97	11,981.60	143,779.22	69.1246
				D	5,806.46	12,580.66	150,967.96	72.5808
				E	6,096.77	13,209.67	158,516.02	76.2096
2511	HUMAN RESOURCES ANALYST I	Y	CONF	A	3,616.17	7,835.04	94,020.42	45.2021
				B	3,796.99	8,226.81	98,721.74	47.4624
				C	3,986.82	8,638.11	103,657.32	49.8353
				D	4,186.16	9,070.01	108,840.16	52.3270
				E	4,395.47	9,523.52	114,282.22	54.9434
2512	HUMAN RESOURCES ANALYST II	Y	CONF	A	4,158.48	9,010.04	108,120.48	51.9810
				B	4,366.41	9,460.56	113,526.66	54.5801
				C	4,584.72	9,933.56	119,202.72	57.3090
				D	4,813.98	10,430.29	125,163.48	60.1748
				E	5,054.68	10,951.81	131,421.68	63.1835
2562	HUMAN RESOURCES MANAGER	Y	CONF	A	5,564.59	12,056.61	144,679.34	69.5574
				B	5,842.82	12,659.44	151,913.32	73.0353
				C	6,134.97	13,292.44	159,509.22	76.6871
				D	6,441.73	13,957.08	167,484.98	80.5216
				E	6,763.84	14,654.99	175,859.84	84.5480
4301	HUMAN RESOURCES TECHNICIAN		CONF Non-Mgmt	A	3,085.50	6,685.25	80,223.00	38.5688
				B	3,239.78	7,019.52	84,234.28	40.4973
				C	3,401.77	7,370.50	88,446.02	42.5221
				D	3,571.87	7,739.05	92,868.62	44.6484
				E	3,750.45	8,125.98	97,511.70	46.8806
4204	INFO SYSTEMS TECHNICIAN I		TTSSEA	A	2,856.41	6,188.89	74,266.66	35.7051
				B	2,999.23	6,498.33	77,979.98	37.4904
				C	3,149.20	6,823.27	81,879.20	39.3650
				D	3,306.66	7,164.43	85,973.16	41.3333
				E	3,472.00	7,522.67	90,272.00	43.4000
4205	INFO SYSTEMS TECHNICIAN II		TTSSEA	A	3,284.86	7,117.20	85,406.36	41.0608
				B	3,449.10	7,473.05	89,676.60	43.1138
				C	3,621.58	7,846.76	94,161.08	45.2698
				D	3,802.66	8,239.10	98,869.16	47.5333
				E	3,992.76	8,650.98	103,811.76	49.9095
2553	INFO TECHNOLOGY MANAGER	Y	CONF	A	5,564.59	12,056.61	144,679.34	69.5574
				B	5,842.82	12,659.44	151,913.32	73.0353
				C	6,134.97	13,292.44	159,509.22	76.6871
				D	6,441.73	13,957.08	167,484.98	80.5216
				E	6,763.84	14,654.99	175,859.84	84.5480
3111	INFO TECHNOLOGY SPECIALIST	Y	TMMBU	A	3,941.85	8,540.68	102,488.10	49.2731

				B	4,138.96	8,967.75	107,612.96	51.7370
				C	4,345.90	9,416.12	112,993.40	54.3238
				D	4,563.17	9,886.87	118,642.42	57.0396
				E	4,791.34	10,381.24	124,574.84	59.8918
5413	INSTRUMENTATION TECHNICIAN		TEAMSTERS	A	3,568.28	7,731.27	92,775.28	44.6035
				B	3,746.70	8,117.85	97,414.20	46.8338
				C	3,934.05	8,523.78	102,285.30	49.1756
				D	4,130.72	8,949.89	107,398.72	51.6340
				E	4,337.27	9,397.42	112,769.02	54.2159
9108	INTERN/GENERAL (H)		LIMITED SERVICE	A				22.5640
				B				23.6949
				C				24.8809
				D				26.1216
				E				27.4282
5224	JUNIOR ENGINEER		TEAMSTERS	A	3,717.97	8,055.60	96,667.22	46.4746
				B	3,903.88	8,458.41	101,500.88	48.7985
				C	4,099.04	8,881.25	106,575.04	51.2380
				D	4,304.01	9,325.36	111,904.26	53.8001
				E	4,519.22	9,791.64	117,499.72	56.4903
5423	LABORATORY QA OFFICER	Y	TMMBU	A	3,372.71	7,307.54	87,690.46	42.1589
				B	3,541.37	7,672.97	92,075.62	44.2671
				C	3,718.43	8,056.60	96,679.18	46.4804
				D	3,904.33	8,459.38	101,512.58	48.8041
				E	4,099.57	8,882.40	106,588.82	51.2446
5421	LABORATORY TECHNICIAN I		TEAMSTERS	A	2,775.82	6,014.28	72,171.32	34.6978
				B	2,914.58	6,314.92	75,779.08	36.4323
				C	3,060.34	6,630.74	79,568.84	38.2543
				D	3,213.35	6,962.26	83,547.10	40.1669
				E	3,374.00	7,310.33	87,724.00	42.1750
5422	LABORATORY TECHNICIAN II		TEAMSTERS	A	3,060.28	6,630.61	79,567.28	38.2535
				B	3,213.29	6,962.13	83,545.54	40.1661
				C	3,373.95	7,310.23	87,722.70	42.1744
				D	3,542.64	7,675.72	92,108.64	44.2830
				E	3,719.77	8,059.50	96,714.02	46.4971
3508	LANDSCAPE ARCHITECT	Y	TMMBU	A	4,463.66	9,671.26	116,055.16	55.7958
				B	4,686.81	10,154.76	121,857.06	58.5851
				C	4,921.15	10,662.49	127,949.90	61.5144
				D	5,167.22	11,195.64	134,347.72	64.5903
				E	5,425.60	11,755.47	141,065.60	67.8200
4109	LEGAL SECRETARY		CONF Non-	A	3,314.19	7,180.75	86,168.94	41.4274

			Mgmt	B	3,479.88	7,539.74	90,476.88	43.4985
				C	3,653.90	7,916.78	95,001.40	45.6738
				D	3,836.58	8,312.59	99,751.08	47.9573
				E	4,028.42	8,728.24	104,738.92	50.3553
3130	LEGISLATIVE ANALYST	Y	TMMBU	A	4,463.64	9,671.22	116,054.64	55.7955
				B	4,686.82	10,154.78	121,857.32	58.5853
				C	4,921.15	10,662.49	127,949.90	61.5144
				D	5,167.23	11,195.67	134,347.98	64.5904
				E	5,425.59	11,755.45	141,065.34	67.8199
9636	LIFEGUARD		LIMITED SERVICE	A				17.0191
				B				17.8701
				C				18.7637
				D				19.7017
				E				20.6868
9303	MAINTENANCE AIDE		LIMITED SERVICE	A				19.1602
				B				20.1154
				C				21.1147
				D				22.1688
				E				23.2778
5301	MAINTENANCE WORKER I		TEAMSTERS	A	2,069.14	4,483.14	53,797.64	25.8643
				B	2,172.61	4,707.32	56,487.86	27.1576
				C	2,281.22	4,942.64	59,311.72	28.5153
				D	2,395.28	5,189.77	62,277.28	29.9410
				E	2,515.05	5,449.28	65,391.30	31.4381
9304	MAINTENANCE WORKER I (H)		LIMITED SERVICE	A				18.8300
				B				19.7700
				C				20.7600
				D				21.8000
				E				22.8900
5303	MAINTENANCE WORKER II		TEAMSTERS	A	2,628.19	5,694.41	68,332.94	32.8524
				B	2,759.61	5,979.16	71,749.86	34.4951
				C	2,897.57	6,278.07	75,336.82	36.2196
				D	3,042.45	6,591.98	79,103.70	38.0306
				E	3,194.56	6,921.55	83,058.56	39.9320
3151	MANAGEMENT ANALYST I	Y	TMMBU	A	3,528.65	7,645.41	91,744.90	44.1081
				B	3,705.08	8,027.67	96,332.08	46.3135
				C	3,890.34	8,429.07	101,148.84	48.6293
				D	4,084.86	8,850.53	106,206.36	51.0608
				E	4,289.10	9,293.05	111,516.60	53.6138
3152	MANAGEMENT ANALYST II	Y	TMMBU	A	4,057.86	8,792.03	105,504.36	50.7233

			B	4,260.74	9,231.60	110,779.24	53.2593
			C	4,473.78	9,693.19	116,318.28	55.9223
			D	4,697.48	10,177.87	122,134.48	58.7185
			E	4,932.35	10,686.76	128,241.10	61.6544
4463	MARKETING COORDINATOR	TTSSEA	A	2,902.48	6,288.71	75,464.48	36.2810
			B	3,047.61	6,603.16	79,237.86	38.0951
			C	3,199.98	6,933.29	83,199.48	39.9998
			D	3,359.98	7,279.96	87,359.48	41.9998
			E	3,527.98	7,643.96	91,727.48	44.0998
1101	MAYOR	ELECTED		969.24	2,100.02	25,200.24	
3527	MEDIA SERVICES SUPERVISOR	TMMBU Non-Exempt	A	3,484.30	7,549.32	90,591.80	43.5538
			B	3,658.53	7,926.82	95,121.78	45.7316
			C	3,841.44	8,323.12	99,877.44	48.0180
			D	4,033.51	8,739.27	104,871.26	50.4189
			E	4,235.21	9,176.29	110,115.46	52.9401
5531	METER READER	TEAMSTERS	A	1,792.88	3,884.57	46,614.88	22.4110
			B	1,882.51	4,078.77	48,945.26	23.5314
			C	1,976.64	4,282.72	51,392.64	24.7080
			D	2,075.45	4,496.81	53,961.70	25.9431
			E	2,179.23	4,721.67	56,659.98	27.2404
4212	MULTIMEDIA COMMUNICATIONS ASST	TTSSEA	A	2,437.39	5,281.01	63,372.14	30.4674
			B	2,559.24	5,545.02	66,540.24	31.9905
			C	2,687.21	5,822.29	69,867.46	33.5901
			D	2,821.56	6,113.38	73,360.56	35.2695
			E	2,962.63	6,419.03	77,028.38	37.0329
4210	MULTIMEDIA COMMUNICATIONS COOR	TTSSEA	A	2,902.48	6,288.71	75,464.48	36.2810
			B	3,047.61	6,603.16	79,237.86	38.0951
			C	3,199.98	6,933.29	83,199.48	39.9998
			D	3,359.98	7,279.96	87,359.48	41.9998
			E	3,527.98	7,643.96	91,727.48	44.0998
4105	OFFICE ASSISTANT	TTSSEA	A	1,995.78	4,324.19	51,890.28	24.9473
			B	2,095.55	4,540.36	54,484.30	26.1944
			C	2,200.34	4,767.40	57,208.84	27.5043
			D	2,310.37	5,005.80	60,069.62	28.8796
			E	2,425.89	5,256.10	63,073.14	30.3236
3401	OPERATIONS SUPERINTENDENT	Y TMMBU	A	4,689.30	10,160.15	121,921.80	58.6163
			B	4,923.78	10,668.19	128,018.28	61.5473
			C	5,169.96	11,201.58	134,418.96	64.6245
			D	5,428.47	11,761.69	141,140.22	67.8559
			E	5,699.87	12,349.72	148,196.62	71.2484

3405	OPERATIONS SUPERVISOR	Y	TMMBU	A	3,907.22	8,465.64	101,587.72	48.8403
				B	4,102.56	8,888.88	106,666.56	51.2820
				C	4,307.68	9,333.31	111,999.68	53.8460
				D	4,523.05	9,799.94	117,599.30	56.5381
				E	4,749.20	10,289.93	123,479.20	59.3650
4110	PARALEGAL		CONF Non-Mgmt	A	3,645.61	7,898.82	94,785.86	45.5701
				B	3,827.89	8,293.76	99,525.14	47.8486
				C	4,019.28	8,708.44	104,501.28	50.2410
				D	4,220.25	9,143.88	109,726.50	52.7531
				E	4,431.26	9,601.06	115,212.76	55.3908
1107	PARKS & REC COMMISSIONER				Stipend of $50.00 per meeting.			
3509	PARKS PLANNING & DEVELOP MGR	Y	TMMBU	A	4,910.00	10,638.33	127,660.00	61.3750
				B	5,155.50	11,170.25	134,043.00	64.4438
				C	5,413.26	11,728.73	140,744.76	67.6658
				D	5,683.94	12,315.20	147,782.44	71.0493
				E	5,968.16	12,931.01	155,172.16	74.6020
3507	PARKS PROJECT COORDINATOR	Y	TMMBU	A	3,880.86	8,408.53	100,902.36	48.5108
				B	4,074.91	8,828.97	105,947.66	50.9364
				C	4,278.67	9,270.45	111,245.42	53.4834
				D	4,492.60	9,733.97	116,807.60	56.1575
				E	4,717.22	10,220.64	122,647.72	58.9653
3306	PLAN CHECK ENGINEER	Y	TMMBU	A	5,434.17	11,774.04	141,288.42	67.9271
				B	5,705.87	12,362.72	148,352.62	71.3234
				C	5,991.17	12,980.87	155,770.42	74.8896
				D	6,290.74	13,629.94	163,559.24	78.6343
				E	6,605.28	14,311.44	171,737.28	82.5660
5214	PLAN EXAMINER I		TEAMSTERS	A	3,736.61	8,095.99	97,151.86	46.7076
				B	3,923.49	8,500.90	102,010.74	49.0436
				C	4,119.65	8,925.91	107,110.90	51.4956
				D	4,325.61	9,372.16	112,465.86	54.0701
				E	4,541.92	9,840.83	118,089.92	56.7740
5215	PLAN EXAMINER II		TEAMSTERS	A	4,119.72	8,926.06	107,112.72	51.4965
				B	4,325.75	9,372.46	112,469.50	54.0719
				C	4,542.01	9,841.02	118,092.26	56.7751
				D	4,769.10	10,333.05	123,996.60	59.6138
				E	5,007.60	10,849.80	130,197.60	62.5950
1106	PLANNING COMMISSIONER				Stipend of $50.00 per meeting.			
3517	PLANNING MANAGER	Y	TMMBU	A	5,539.09	12,001.36	144,016.34	69.2386

				B	5,816.04	12,601.42	151,217.04	72.7005
				C	6,106.85	13,231.51	158,778.10	76.3356
				D	6,412.19	13,893.08	166,716.94	80.1524
				E	6,732.81	14,587.76	175,053.06	84.1601
4506	PLANNING TECHNICIAN		TTSSEA	A	3,010.82	6,523.44	78,281.32	37.6353
				B	3,161.38	6,849.66	82,195.88	39.5173
				C	3,319.44	7,192.12	86,305.44	41.4930
				D	3,485.42	7,551.74	90,620.92	43.5678
				E	3,659.71	7,929.37	95,152.46	45.7464
9503	POLICE CADET		LIMITED SERVICE	A				21.4111
				B				22.4872
				C				23.6071
				D				24.7820
				E				26.0227
6212	POLICE CAPTAIN		TPMA	A	7,181.44	15,559.79	186,717.44	89.7680
				B	7,540.53	16,337.82	196,053.78	94.2566
				C	7,917.54	17,154.67	205,856.04	98.9693
				D	8,313.42	18,012.41	216,148.92	103.9178
				E	8,729.13	18,913.12	226,957.38	109.1141
1513	POLICE CHIEF	Y	DEPT HEAD	MIN	9,392.47	20,350.35	244,204.21	117.4059
				MAX	11,416.65	24,736.07	296,832.82	142.7081
4603	POLICE COMM RELATIONS COORD		TTSSEA	A	2,902.48	6,288.71	75,464.48	36.2810
				B	3,047.61	6,603.16	79,237.86	38.0951
				C	3,199.98	6,933.29	83,199.48	39.9998
				D	3,359.98	7,279.96	87,359.48	41.9998
				E	3,527.98	7,643.96	91,727.48	44.0998
6103	POLICE CORPORAL		TPOA	A	4,433.97	9,606.94	115,283.22	55.4246
				B	4,655.68	10,087.31	121,047.68	58.1960
				C	4,888.46	10,591.66	127,099.96	61.1058
				D	5,132.90	11,121.28	133,455.40	64.1613
				E	5,389.56	11,677.38	140,128.56	67.3695
4604	POLICE HOMELESS OUTREACH COORD		TTSSEA	A	2,902.48	6,288.71	75,464.48	36.2810
				B	3,047.61	6,603.16	79,237.86	38.0951
				C	3,199.98	6,933.29	83,199.48	39.9998
				D	3,359.98	7,279.96	87,359.48	41.9998
				E	3,527.98	7,643.96	91,727.48	44.0998
9501	POLICE INTERN/PARKING ENFORCE		LIMITED SERVICE	A				21.4111
				B				22.4872
				C				23.6071
				D				24.7820

				E				26.0227
6211	POLICE LIEUTENANT		TPMA	A	6,215.37	13,466.64	161,599.62	77.6921
				B	6,526.13	14,139.95	169,679.38	81.5766
				C	6,852.45	14,846.98	178,163.70	85.6556
				D	7,195.07	15,589.32	187,071.82	89.9384
				E	7,554.82	16,368.78	196,425.32	94.4353
6102	POLICE OFFICER		TPOA	A	4,030.88	8,733.57	104,802.88	50.3860
				B	4,232.43	9,170.27	110,043.18	52.9054
				C	4,444.05	9,628.78	115,545.30	55.5506
				D	4,666.28	10,110.27	121,323.28	58.3285
				E	4,899.59	10,615.78	127,389.34	61.2449
6101	POLICE OFFICER TRAINEE		TPOA	A	3,505.01	7,594.19	91,130.26	43.8126
				B				0.0000
				C				0.0000
				D				0.0000
				E				0.0000
9517	POLICE RANGE MASTER		LIMITED SERVICE	A				34.2249
				B				35.9377
				C				37.7275
				D				39.6160
				E				41.5925
4103	POLICE RECORDS ASSISTANT I		TTSSEA	A	2,474.08	5,360.51	64,326.08	30.9260
				B	2,597.81	5,628.59	67,543.06	32.4726
				C	2,727.70	5,910.02	70,920.20	34.0963
				D	2,864.05	6,205.44	74,465.30	35.8006
				E	3,007.26	6,515.73	78,188.76	37.5908
4104	POLICE RECORDS ASSISTANT II		TTSSEA	A	2,727.66	5,909.93	70,919.16	34.0958
				B	2,864.05	6,205.44	74,465.30	35.8006
				C	3,007.22	6,515.64	78,187.72	37.5903
				D	3,157.58	6,841.42	82,097.08	39.4698
				E	3,315.48	7,183.54	86,202.48	41.4435
3626	POLICE RECORDS SUPERVISOR	Y	TMMBU	A	3,546.21	7,683.46	92,201.46	44.3276
				B	3,723.53	8,067.65	96,811.78	46.5441
				C	3,909.70	8,471.02	101,652.20	48.8713
				D	4,105.19	8,894.58	106,734.94	51.3149
				E	4,310.43	9,339.27	112,071.18	53.8804
9551	POLICE RESERVE OFFICER		LIMITED SERVICE	A				44.5242
6105	POLICE SERGEANT		TPOA	A	4,981.78	10,793.86	129,526.28	62.2723
				B	5,230.89	11,333.60	136,003.14	65.3861

				C	5,492.46	11,900.33	142,803.96	68.6558
				D	5,767.07	12,495.32	149,943.82	72.0884
				E	6,055.41	13,120.06	157,440.66	75.6926
2712	POLICE SUPPORT OPERATIONS MGR	Y	CONF	A	6,298.32	13,646.36	163,756.32	78.7290
				B	6,613.25	14,328.71	171,944.50	82.6656
				C	6,943.89	15,045.10	180,541.14	86.7986
				D	7,291.08	15,797.34	189,568.08	91.1385
				E	7,655.64	16,587.22	199,046.64	95.6955
4701	POLICE SUPPORT SERVICES TECH		TTSSEA	A	3,010.82	6,523.44	78,281.32	37.6353
				B	3,161.38	6,849.66	82,195.88	39.5173
				C	3,319.44	7,192.12	86,305.44	41.4930
				D	3,485.42	7,551.74	90,620.92	43.5678
				E	3,659.71	7,929.37	95,152.46	45.7464
9638	POOL MANAGER		LIMITED SERVICE	A				23.3986
				B				24.5734
				C				25.7922
				D				27.0879
				E				28.4383
9533	PROFESS STANDARDS OFFICER		LIMITED SERVICE	A				57.0415
				B				59.8963
				C				62.8938
				D				66.0341
				E				69.3391
9110	PROGRAM ASSISTANT		LIMITED SERVICE	A				17.0191
				B				22.4104
				C				28.3505
9231	PROJECT SPECIALIST I		LIMITED SERVICE	A				17.0191
				B				35.6852
				C				54.9113
9232	PROJECT SPECIALIST II		LIMITED SERVICE	A				54.9223
				B				104.8596
				C				154.8079
5518	PROPERTY & EVIDENCE TECHNICIAN		TEAMSTERS	A	2,668.20	5,781.10	69,373.20	33.3525
				B	2,801.60	6,070.13	72,841.60	35.0200
				C	2,941.69	6,373.66	76,483.94	36.7711
				D	3,088.77	6,692.34	80,308.02	38.6096
				E	3,243.20	7,026.93	84,323.20	40.5400
2585	PUBLIC INFORMATION OFFICER	Y	CONF	A	4,362.25	9,451.54	113,418.50	54.5281
				B	4,580.37	9,924.14	119,089.62	57.2546

				C	4,809.37	10,420.30	125,043.62	60.1171
				D	5,049.86	10,941.36	131,296.36	63.1233
				E	5,302.36	11,488.45	137,861.36	66.2795
3623	PUBLIC SAFETY DISPATCH SUPER	Y	TMMBU	A	4,115.19	8,916.25	106,994.94	51.4399
				B	4,320.95	9,362.06	112,344.70	54.0119
				C	4,537.02	9,830.21	117,962.52	56.7128
				D	4,763.86	10,321.70	123,860.36	59.5483
				E	5,002.06	10,837.80	130,053.56	62.5258
5502	PUBLIC SAFETY DISPATCHER I		TEAMSTERS	A	3,082.55	6,678.86	80,146.30	38.5319
				B	3,236.66	7,012.76	84,153.16	40.4583
				C	3,398.48	7,363.37	88,360.48	42.4810
				D	3,568.40	7,731.53	92,778.40	44.6050
				E	3,746.85	8,118.18	97,418.10	46.8356
5503	PUBLIC SAFETY DISPATCHER II		TEAMSTERS	A	3,391.61	7,348.49	88,181.86	42.3951
				B	3,561.17	7,715.87	92,590.42	44.5146
				C	3,739.24	8,101.69	97,220.24	46.7405
				D	3,926.19	8,506.75	102,080.94	49.0774
				E	4,122.51	8,932.11	107,185.26	51.5314
9512	PUBLIC SAFETY DISPATCH-PERDIEM		LIMITED SERVICE	A				36.3550
				B				38.1777
				C				40.0883
				D				42.0866
				E				44.1948
3214	REAL PROPERTY AGENT	Y	TMMBU	A	3,880.86	8,408.53	100,902.36	48.5108
				B	4,074.91	8,828.97	105,947.66	50.9364
				C	4,278.67	9,270.45	111,245.42	53.4834
				D	4,492.60	9,733.97	116,807.60	56.1575
				E	4,717.22	10,220.64	122,647.72	58.9653
9631	RECREATION LEADER I		LIMITED SERVICE	A				17.0191
				B				17.8701
				C				18.7637
				D				19.7017
				E				20.6868
9632	RECREATION LEADER II		LIMITED SERVICE	A				20.6316
				B				21.6637
				C				22.7507
				D				23.8817
				E				25.0785
9633	RECREATION LEADER III		LIMITED SERVICE	A				23.3986
				B				24.5734

				C				25.7922
				D				27.0879
				E				28.4383
4401	RECREATION PROGRAM COORD		TTSSEA	A	2,902.48	6,288.71	75,464.48	36.2810
				B	3,047.61	6,603.16	79,237.86	38.0951
				C	3,199.98	6,933.29	83,199.48	39.9998
				D	3,359.98	7,279.96	87,359.48	41.9998
				E	3,527.98	7,643.96	91,727.48	44.0998
3513	RECREATION SERVICES MANAGER	Y	TMMBU	A	4,616.86	10,003.20	120,038.36	57.7108
				B	4,847.73	10,503.42	126,040.98	60.5966
				C	5,090.11	11,028.57	132,342.86	63.6264
				D	5,344.63	11,580.03	138,960.38	66.8079
				E	5,611.85	12,159.01	145,908.10	70.1481
3505	RECREATION SERVICES SUPERVISOR	Y	TMMBU	A	4,197.17	9,093.87	109,126.42	52.4646
				B	4,407.03	9,548.57	114,582.78	55.0879
				C	4,627.39	10,026.01	120,312.14	57.8424
				D	4,858.75	10,527.29	126,327.50	60.7344
				E	5,101.69	11,053.66	132,643.94	63.7711
9626	RECREATION SPECIALIZED INSTR		LIMITED SERVICE	A				17.0191
				B				37.4420
				C				58.4249
				D				0.0000
				E				0.0000
4113	SENIOR ACCOUNT CLERK		TTSSEA	A	2,698.49	5,846.73	70,160.74	33.7311
				B	2,833.40	6,139.03	73,668.40	35.4175
				C	2,975.09	6,446.03	77,352.34	37.1886
				D	3,123.84	6,768.32	81,219.84	39.0480
				E	3,280.02	7,106.71	85,280.52	41.0003
3105	SENIOR ACCOUNTANT	Y	TMMBU	A	4,361.63	9,450.20	113,402.38	54.5204
				B	4,579.73	9,922.75	119,072.98	57.2466
				C	4,808.71	10,418.87	125,026.46	60.1089
				D	5,049.15	10,939.83	131,277.90	63.1144
				E	5,301.61	11,486.82	137,841.86	66.2701
4202	SENIOR ACCOUNTING TECHNICIAN		TTSSEA	A	3,499.13	7,581.45	90,977.38	43.7391
				B	3,674.10	7,960.55	95,526.60	45.9263
				C	3,857.82	8,358.61	100,303.32	48.2228
				D	4,050.71	8,776.54	105,318.46	50.6339
				E	4,253.26	9,215.40	110,584.76	53.1658
5525	SENIOR ANIMAL SERVICES OFFICER		TEAMSTERS	A	2,814.17	6,097.37	73,168.42	35.1771
				B	2,954.89	6,402.26	76,827.14	36.9361

				C	3,102.62	6,722.34	80,668.12	38.7828
				D	3,257.76	7,058.48	84,701.76	40.7220
				E	3,420.66	7,411.43	88,937.16	42.7583
5323	SENIOR BLDG MAINT WORKER		TEAMSTERS	A	3,092.40	6,700.20	80,402.40	38.6550
				B	3,247.00	7,035.17	84,422.00	40.5875
				C	3,409.34	7,386.90	88,642.84	42.6168
				D	3,579.83	7,756.30	93,075.58	44.7479
				E	3,758.84	8,144.15	97,729.84	46.9855
3304	SENIOR CIVIL ENGINEER	Y	TMMBU	A	5,434.32	11,774.36	141,292.32	67.9290
				B	5,706.03	12,363.07	148,356.78	71.3254
				C	5,991.34	12,981.24	155,774.84	74.8918
				D	6,290.91	13,630.31	163,563.66	78.6364
				E	6,605.46	14,311.83	171,741.96	82.5683
5228	SENIOR CONSTRUCTION INSPECTOR		TEAMSTERS	A	4,214.30	9,130.98	109,571.80	52.6788
				B	4,425.02	9,587.54	115,050.52	55.3128
				C	4,646.27	10,066.92	120,803.02	58.0784
				D	4,878.58	10,570.26	126,843.08	60.9823
				E	5,122.51	11,098.77	133,185.26	64.0314
5315	SENIOR EQUIPMENT MECHANIC		TEAMSTERS	A	3,409.30	7,386.82	88,641.80	42.6163
				B	3,579.74	7,756.10	93,073.24	44.7468
				C	3,758.73	8,143.92	97,726.98	46.9841
				D	3,946.67	8,551.12	102,613.42	49.3334
				E	4,143.99	8,978.65	107,743.74	51.7999
4208	SENIOR INFO SYSTEMS TECHNICIAN		TTSSEA	A	3,613.34	7,828.90	93,946.84	45.1668
				B	3,794.02	8,220.38	98,644.52	47.4253
				C	3,983.72	8,631.39	103,576.72	49.7965
				D	4,182.92	9,062.99	108,755.92	52.2865
				E	4,392.05	9,516.11	114,193.30	54.9006
5428	SENIOR LABORATORY TECHNICIAN		TEAMSTERS	A	3,366.30	7,293.65	87,523.80	42.0788
				B	3,534.61	7,658.32	91,899.86	44.1826
				C	3,711.34	8,041.24	96,494.84	46.3918
				D	3,896.91	8,443.31	101,319.66	48.7114
				E	4,091.76	8,865.48	106,385.76	51.1470
9637	SENIOR LIFEGUARD		LIMITED SERVICE	A				20.6316
				B				21.6637
				C				22.7507
				D				23.8817
				E				25.0785
5305	SENIOR MAINTENANCE WORKER		TEAMSTERS	A	2,893.36	6,268.95	75,227.36	36.1670
				B	3,038.01	6,582.36	78,988.26	37.9751

				C	3,189.91	6,911.47	82,937.66	39.8739
				D	3,349.42	7,257.08	87,084.92	41.8678
				E	3,516.87	7,619.89	91,438.62	43.9609
3203	SENIOR PLANNER	Y	TMMBU	A	4,658.47	10,093.35	121,120.22	58.2309
				B	4,891.39	10,598.01	127,176.14	61.1424
				C	5,135.98	11,127.96	133,535.48	64.1998
				D	5,392.78	11,684.36	140,212.28	67.4098
				E	5,662.41	12,268.56	147,222.66	70.7801
4410	SENIOR POLICE RECORDS ASSNT		TTSSEA	A	3,007.27	6,515.75	78,189.02	37.5909
				B	3,157.68	6,841.64	82,099.68	39.4710
				C	3,315.51	7,183.61	86,203.26	41.4439
				D	3,481.30	7,542.82	90,513.80	43.5163
				E	3,655.34	7,919.90	95,038.84	45.6918
5520	SENIOR PROP & EVIDENCE TECH		TEAMSTERS	A	2,935.01	6,359.19	76,310.26	36.6876
				B	3,081.76	6,677.15	80,125.76	38.5220
				C	3,235.85	7,011.01	84,132.10	40.4481
				D	3,397.63	7,361.53	88,338.38	42.4704
				E	3,567.52	7,729.63	92,755.52	44.5940
5504	SENIOR PUBLIC SAFETY DISPATCH		TEAMSTERS	A	3,739.07	8,101.32	97,215.82	46.7384
				B	3,926.03	8,506.40	102,076.78	49.0754
				C	4,122.32	8,931.69	107,180.32	51.5290
				D	4,328.45	9,378.31	112,539.70	54.1056
				E	4,544.89	9,847.26	118,167.14	56.8111
5416	SENIOR UT MECHANIC		TEAMSTERS	A	3,939.51	8,535.61	102,427.26	49.2439
				B	4,136.49	8,962.40	107,548.74	51.7061
				C	4,343.31	9,410.51	112,926.06	54.2914
				D	4,560.48	9,881.04	118,572.48	57.0060
				E	4,788.50	10,375.08	124,501.00	59.8563
5356	SENIOR UTILITIES WORKER		TEAMSTERS	A	3,038.57	6,583.57	79,002.82	37.9821
				B	3,190.36	6,912.45	82,949.36	39.8795
				C	3,349.79	7,257.88	87,094.54	41.8724
				D	3,517.79	7,621.88	91,462.54	43.9724
				E	3,692.50	8,000.42	96,005.00	46.1563
9109	SUMMER STUDENT INTERN		LIMITED SERVICE	A				17.0191
3343	SUPERVISING BUILDING INSP	Y	TMMBU	A	4,463.66	9,671.26	116,055.16	55.7958
				B	4,686.81	10,154.76	121,857.06	58.5851
				C	4,921.15	10,662.49	127,949.90	61.5144
				D	5,167.22	11,195.64	134,347.72	64.5903
				E	5,425.60	11,755.47	141,065.60	67.8200

3345	SUPERVISING CONSTRUCTION INSP	Y	TMMBU	A	4,635.73	10,044.08	120,528.98	57.9466
				B	4,867.51	10,546.27	126,555.26	60.8439
				C	5,110.89	11,073.60	132,883.14	63.8861
				D	5,366.43	11,627.27	139,527.18	67.0804
				E	5,634.75	12,208.63	146,503.50	70.4344
3117	SYSTEM ADMINISTRATOR	Y	TMMBU	A	4,057.86	8,792.03	105,504.36	50.7233
				B	4,260.74	9,231.60	110,779.24	53.2593
				C	4,473.78	9,693.19	116,318.28	55.9223
				D	4,697.48	10,177.87	122,134.48	58.7185
				E	4,932.35	10,686.76	128,241.10	61.6544
9361	THEATRE TECHNICIAN (H)		LIMITED SERVICE	A				32.6218
				B				34.2469
				C				35.9598
				D				37.7605
				E				39.6491
4420	TRANSIT COORDINATOR		TTSSEA	A	2,902.48	6,288.71	75,464.48	36.2810
				B	3,047.61	6,603.16	79,237.86	38.0951
				C	3,199.98	6,933.29	83,199.48	39.9998
				D	3,359.98	7,279.96	87,359.48	41.9998
				E	3,527.98	7,643.96	91,727.48	44.0998
3515	TRANSIT MANAGER	Y	TMMBU	A	4,520.53	9,794.48	117,533.78	56.5066
				B	4,746.54	10,284.17	123,410.04	59.3318
				C	4,983.88	10,798.41	129,580.88	62.2985
				D	5,233.06	11,338.30	136,059.56	65.4133
				E	5,494.70	11,905.18	142,862.20	68.6838
1109	TRANSPORT COMMISSIONER				Stipend of $50.00 per meeting.			
3426	UTILITIES LABORATORY SUPTNDT	Y	TMMBU	A	4,689.30	10,160.15	121,921.80	58.6163
				B	4,923.78	10,668.19	128,018.28	61.5473
				C	5,169.96	11,201.58	134,418.96	64.6245
				D	5,428.47	11,761.69	141,140.22	67.8559
				E	5,699.87	12,349.72	148,196.62	71.2484
3417	UTILITIES LABORATORY SUPV	Y	TMMBU	A	4,135.12	8,959.43	107,513.12	51.6890
				B	4,341.87	9,407.39	112,888.62	54.2734
				C	4,558.97	9,877.77	118,533.22	56.9871
				D	4,786.92	10,371.66	124,459.92	59.8365
				E	5,026.27	10,890.25	130,683.02	62.8284
3403	UTILITIES LINE MAINT SPRNTNDNT	Y	TMMBU	A	4,777.77	10,351.84	124,222.02	59.7221
				B	5,016.65	10,869.41	130,432.90	62.7081
				C	5,267.49	11,412.90	136,954.74	65.8436
				D	5,530.85	11,983.51	143,802.10	69.1356

				E	5,807.39	12,582.68	150,992.14	72.5924
5350	UTILITIES WORKER I		TEAMSTERS	A	2,171.78	4,705.52	56,466.28	27.1473
				B	2,280.62	4,941.34	59,296.12	28.5078
				C	2,394.21	5,187.46	62,249.46	29.9276
				D	2,514.49	5,448.06	65,376.74	31.4311
				E	2,641.45	5,723.14	68,677.70	33.0181
5353	UTILITIES WORKER II		TEAMSTERS	A	2,758.88	5,977.57	71,730.88	34.4860
				B	2,897.31	6,277.51	75,330.06	36.2164
				C	3,041.44	6,589.79	79,077.44	38.0180
				D	3,194.17	6,920.70	83,048.42	39.9271
				E	3,353.61	7,266.16	87,193.86	41.9201
3423	UTILITY MAINTAINANCE SPRNTNDNT	Y	TMMBU	A	4,866.20	10,543.43	126,521.20	60.8275
				B	5,109.51	11,070.61	132,847.26	63.8689
				C	5,364.99	11,624.15	139,489.74	67.0624
				D	5,633.23	12,205.33	146,463.98	70.4154
				E	5,914.89	12,815.60	153,787.14	73.9361
3419	UTILITY MAINTENANCE SUPERVISOR	Y	TMMBU	A	4,333.47	9,389.19	112,670.22	54.1684
				B	4,550.13	9,858.62	118,303.38	56.8766
				C	4,777.65	10,351.58	124,218.90	59.7206
				D	5,016.52	10,869.13	130,429.52	62.7065
				E	5,267.36	11,412.61	136,951.36	65.8420
5411	UTILITY MECHANIC I		TEAMSTERS	A	3,250.28	7,042.27	84,507.28	40.6285
				B	3,412.78	7,394.36	88,732.28	42.6598
				C	3,583.42	7,764.08	93,168.92	44.7928
				D	3,762.59	8,152.28	97,827.34	47.0324
				E	3,950.71	8,559.87	102,718.46	49.3839
5412	UTILITY MECHANIC II		TEAMSTERS	A	3,581.36	7,759.61	93,115.36	44.7670
				B	3,760.44	8,147.62	97,771.44	47.0055
				C	3,948.45	8,554.98	102,659.70	49.3556
				D	4,145.88	8,982.74	107,792.88	51.8235
				E	4,353.18	9,431.89	113,182.68	54.4148
5404	UTILITY OPERATOR		TEAMSTERS	A	4,382.04	9,494.42	113,933.04	54.7755
				B	4,601.09	9,969.03	119,628.34	57.5136
				C	4,831.16	10,467.51	125,610.16	60.3895
				D	5,072.73	10,990.92	131,890.98	63.4091
				E	5,326.36	11,540.45	138,485.36	66.5795
3422	WASTEWATER OP SUPERINTENDENT	Y	TMMBU	A	4,866.20	10,543.43	126,521.20	60.8275
				B	5,109.51	11,070.61	132,847.26	63.8689
				C	5,364.99	11,624.15	139,489.74	67.0624
				D	5,633.23	12,205.33	146,463.98	70.4154

				E	5,914.89	12,815.60	153,787.14	73.9361
5405	WASTEWATER TREAT PLANT OP I		TEAMSTERS	A	3,080.45	6,674.31	80,091.70	38.5056
				B	3,234.46	7,008.00	84,095.96	40.4308
				C	3,396.18	7,358.39	88,300.68	42.4523
				D	3,566.00	7,726.33	92,716.00	44.5750
				E	3,744.31	8,112.67	97,352.06	46.8039
5406	WASTEWATER TREAT PLANT OP II		TEAMSTERS	A	3,396.29	7,358.63	88,303.54	42.4536
				B	3,566.07	7,726.49	92,717.82	44.5759
				C	3,744.37	8,112.80	97,353.62	46.8046
				D	3,931.62	8,518.51	102,222.12	49.1453
				E	4,128.21	8,944.46	107,333.46	51.6026
5407	WASTEWATER TREAT PLANT OP III		TEAMSTERS	A	3,737.52	8,097.96	97,175.52	46.7190
				B	3,924.34	8,502.74	102,032.84	49.0543
				C	4,120.58	8,927.92	107,135.08	51.5073
				D	4,326.63	9,374.37	112,492.38	54.0829
				E	4,542.95	9,843.06	118,116.70	56.7869
3421	WATER OPS SUPERINTENDENT	Y	TMMBU	A	4,824.12	10,452.26	125,427.12	60.3015
				B	5,065.31	10,974.84	131,698.06	63.3164
				C	5,318.59	11,523.61	138,283.34	66.4824
				D	5,584.51	12,099.77	145,197.26	69.8064
				E	5,863.73	12,704.75	152,456.98	73.2966
9351	WATER PATROL AIDE (H)		LIMITED SERVICE	A				19.4347
				B				20.4120
				C				21.4222
				D				22.4982
				E				23.6182
3415	WATER RESOURCES&COMPLIANCE MGR	Y	TMMBU	A	4,520.53	9,794.48	117,533.78	56.5066
				B	4,746.54	10,284.17	123,410.04	59.3318
				C	4,983.88	10,798.41	129,580.88	62.2985
				D	5,233.06	11,338.30	136,059.56	65.4133
				E	5,494.70	11,905.18	142,862.20	68.6838
5401	WATER TREATMENT PLANT OPER I		TEAMSTERS	A	3,281.99	7,110.98	85,331.74	41.0249
				B	3,446.09	7,466.53	89,598.34	43.0761
				C	3,618.38	7,839.82	94,077.88	45.2298
				D	3,799.30	8,231.82	98,781.80	47.4913
				E	3,989.25	8,643.38	103,720.50	49.8656
5402	WATER TREATMENT PLANT OPER II		TEAMSTERS	A	3,618.48	7,840.04	94,080.48	45.2310
				B	3,799.40	8,232.03	98,784.40	47.4925
				C	3,989.38	8,643.66	103,723.88	49.8673
				D	4,188.83	9,075.80	108,909.58	52.3604

			E	4,398.27	9,529.59	114,355.02	54.9784
5403	WATER TREATMENT PLANT OPER III	TEAMSTERS	A	3,982.02	8,627.71	103,532.52	49.7753
			B	4,181.12	9,059.09	108,709.12	52.2640
			C	4,390.19	9,512.08	114,144.94	54.8774
			D	4,609.69	9,987.66	119,851.94	57.6211
			E	4,840.16	10,487.01	125,844.16	60.5020

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

INTRODUCED BY CITY COUNCIL

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1) AMENDING THE AT-WILL EMPLOYMENT AGREEMENT BETWEEN MIDORI LICHTWARDT AND THE CITY OF TRACY, EFFECTIVE DECEMBER 14, 2025, TO REFLECT A MERIT INCREASE OF 5% FOR A BI-WEEKLY INCREASE FROM $13,015.63 TO $13,666.41; AND 2) AMENDING THE MASTER SALARY SCHEDULE TO REFLECT THE SALARY INCREASE FOR THE CITY MANAGER, EFFECTIVE DECEMBER 14, 2025

WHEREAS, the City Council appointed Midori Lichtwardt to serve as City Manager effective December 19, 2023; and

WHEREAS, the at-will Employment Agreement between Midori Lichtwardt and the City of Tracy approved on December 19, 2023, reflects the terms of her employment; and

WHEREAS, Ms. Lichtwardt received a satisfactory performance evaluation from City Council on February 3, 2026, the council authorized its negotiators to discuss with Ms. Lichtwardt an amendment to her employment agreement, the negotiators are requesting that the City Council authorized an amendment to her Employment Agreement to reflect a merit increase of 5%; and

WHEREAS, Section 3A of the Employment Agreement has been amended to reflect the biweekly salary increase from $13,015.63 to $13,666.41 as shown in the amendment to Employment Agreement Attachment A; and

WHEREAS, Section 4B of the Employment Agreement has been amended to reflect the originally intended evaluation timeline with the next evaluation in September 2026 and annually thereafter.

WHEREAS, the Public Employees' Retirement Law governs the California Public Employees Retirement System (CalPERS) codified in Title 2 of the California Code of Regulations. Section 570.5 of the California Code of Regulations requires City Council to approve the rate of pay or classification titles in a publicly available pay schedule for employees who are members of CalPERS; and

WHEREAS, State law requires that the City Council approve a Master Salary Schedule reflecting the salaries of all personnel and the proposed amendments to the Employee Agreement are reflected in the Proposed Master Salary Schedule, effective December 14, 2025, shown in Attachment 2; and now therefore be it

RESOLVED: That the City Council of the City of Tracy hereby approves the amendment to the Employment Agreement between Midori Lichtwardt and the City of Tracy, shown in Amendment A, effective December 14, 2025: and be it

FURTHER RESOLVED, That the City Council approves Master Salary Schedule, effective December 15, 2025, as shown in Attachment B; and be it

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The foregoing Resolution 2026-_____ was adopted by the City Council on _____, 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:_____
APRIL B.A. QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California