TRACY CITY COUNCIL

REGULAR MEETING AGENDA

Tuesday, March 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 Mayor Arriola will attend remotely at the following location:
Marriott Marquis Washington, DC, 901 Massachusetts Avenue NW, Washington, District of Columbia (DC), USA, 20001
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.

If you wish to make a public comment:

1. **Comments via Email –** Submit written comments via email to publiccomment@cityoftracy.org, using "public comment" as the subject line. Your comment will be provided to the City Council and appropriate staff member(s) and will become a permanent part of the official meeting record. Please submit your comments as far in advance as possible. Emailed comments must be received **before 12:00 p.m. (i.e., 11:59 a.m. or earlier) on March 17, 2026**, in order to be included in the record. See the "Public Comment Guidelines" section for more instructions about submissions, letters, notes, complaints, and/or comments.

2. **In-Person Comments –** Complete a Speaker Card (available outside the entrance to the meeting room) and give it to the City Clerk before the Item is considered by the City Council. A Speaker Card is requested but not required for in-person public comment.

3. **Comments via Webex –** Dial +1-408-418-9388, enter 25524009529#8722922#, and press *3 to raise the Hand icon to speak on an item; or visit https://cityoftracyevents.webex.com, and **enter Event Number 2552 400 9529 and Event Password: TracyCC**. **If you would like to participate in public comment anonymously**, you may submit your comment via phone or in Webex by typing "Anonymous" when prompted to provide a First and Last Name and inserting Anonymous@example.com when prompted to provide an email address.

Date Posted: March 13, 2026

Protocols for commenting via Webex:

- If you wish to comment under the "Public Comment" portion of the agenda:
  - Listen for "Public Comment" to be opened, then raise your hand to speak by clicking on the Hand icon on the Participants panel to the right of your screen.
  - If you no longer wish to comment, you may lower your hand by clicking on the Hand icon again.
- Comments for "Public Comment" will be accepted until the public comment period is closed.

Public Comment Guidelines – 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. The City's "Items from the Audience/Public Comment" policy is outlined in Section 5.8, as revised by Resolution No. 2026-053, of the Council Meeting Protocols and Rules of Procedure. Pursuant to the City's policy, any public comment speaker on any item/segment (be it general public comment on an item not on the agenda; on a discussion/regular item; presentation; a public hearing; an appeal; an informational item; Consent Calendar; and/or an item pulled from the Consent Calendar), shall be limited to:

- Less than 5 requests (1-4 requests): Each speaker gets 4 minutes.
- 5-15 requests: Each speaker gets 3 minutes.
- 16 to 25 requests: Each speaker gets 2 minutes.
- More than 26 requests: Each speaker gets 90 seconds.
- For all requests submitted/hands raised after the first speaker is called (regardless of the number of speakers), the speakers shall receive 90 seconds.

Any submissions, letters, notes, complaints, and/or comments that an individual and/or entity wishes to be submitted and included in the official record for a City Council meeting shall be due **before 12:00 p.m. on the day of the meeting** (i.e., 11:59 a.m. or earlier). Any submissions, letters, notes, complaints, and/or comments received timely as prescribed by this section will be transmitted to the City Council and appropriate staff member(s), posted on the City's website, provided for inspection at the relevant City Council Meeting, and included in the official meeting record. Any submissions, letters, notes, complaints, and/or comments that arrive 12:00 p.m. or later on the day of a City Council meeting, while not part of the official meeting record, will be transmitted to the City Council and appropriate staff member(s).

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.

Items Not on the Agenda – The Brown Act prohibits the City Council from discussing or taking action on items not on the posted agenda.

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.

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: March 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

NONE

ORDER OF BUSINESS

1. CONSENT CALENDAR

1.A. Staff recommends that the City Council adopt an Ordinance amending and updating Chapter 3.04-Fireworks of Title 3 - Public Safety of the Tracy Municipal Code.

1.A - Staff Report - Ordinance 2nd Read - Fireworks.pdf
1.A - Ordinance - Fireworks.pdf

1.B. Staff recommends that the City Council adopt an Ordinance amending Title 9 - Building Regulations, Chapter 9.24 - Vacant, Neglected and Dangerous Buildings, sections 9.24.010 through 9.24.040 and adding sections 9.24.050 through 9.24.260 of the Tracy Municipal Code to add and define standards for the maintenance of boarded, vacant, and/or neglected buildings located on private property, and an alternative process for abating nuisance conditions caused by such buildings.

1.B - Staff Report - Ordinance 2nd Read - Vacant Neglected Buildings.pdf
1.B - Ordinance - Vacant Neglected Building.pdf

1.C. Staff recommends that the City Council adopt a Resolution (1) Approving the execution of two Master Professional Services Agreements for On-Call Architectural Design Services with The KPA Group, Inc., a California Corporation, and Barry & Wynn Architects, Inc., a California Corporation, for an initial term of three years, for a total not-to-exceed amount of $900,000 per fiscal year for each agreement, and (2) Authorizing two administrative options to extend for a one-year term each.

1.C - Staff Report - MPSA On Call Architectural Design Services.pdf
1.C - Resolution 1 - MPSA On Call Architectural Design Services - KPA Group.pdf

1.C - Resolution 2 - MPSA On Call Architectural Design Services - Barry & Wynn.pdf

1.D. Staff recommends that the City Council adopt a Resolution Adding Annexed Unincorporated Territories to the Nearest Existing Council Election District Pursuant to Elections Code Section 21603(a).

1.D - Staff Report - Adding Annexed Territory to Nearest Election District.pdf
1.D - Resolution - Adding Annexed Territory to Nearest Election District.pdf

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

1. Authorizing the execution of Amendment No. 2 to the General Services Agreement with Calgon Carbon for Capital Improvement Project (CIP) No. 75126, Filter Media Replacement, at the John Jones Water Treatment Plant, increasing the total not-to-exceed contract amount to $2,711,806, and

2. Approving a retroactive effective date of February 1, 2025.

1.E - Staff Report - Amendment 2 with Calgon Carbon.pdf
1.E - Resolution - Amendment 2 with Calgon Carbon.pdf

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

1. Approving Moleaer, Inc., as a preferred vendor for the nanobubble technology equipment lease pursuant to Tracy Municipal Code Section 2.20.180(b)(4), by determining that it is not in the best interest of the City to comply with competitive procurement procedures for this general service;

2. Approving the execution of a General Services Agreement with Moleaer, Inc. for the lease of nanobubble technology equipment at the Wastewater Treatment Plant, in a total not-to-exceed amount of $125,000 (one hundred twenty-five thousand) per fiscal year, and term ending February 28, 2027; and

3. Authorizing the City Manager, or designee, to approve an administrative extension of up to four (4) additional years, in any combination, contingent upon satisfactory performance and budget availability.

1.F - Staff Report - GSA with Molear Inc.pdf
1.F - Resolution - GSA with Molear Inc.pdf

1.G. Staff recommends that the City Council adopt five (5) Resolutions approving General Services Agreements with the vendors listed below for the supply and delivery of certain chemicals necessary for water and wastewater treatment. Each agreement shall:

1. Expire on December 31, 2028,

2. Include a not-to-exceed (NTE) amount per fiscal year (FY), and

3. Include an administrative option, by the City Manager or designee, to extend the term for up to two (2) additional years in the amounts specified below.
    - Airgas Specialty Products, Inc. (annual FY NTE amount of $250,000)
    - Carus LLC (annual FY NTE amount of $250,000)
    - Chemtrade Chemicals US LLC (annual FY NTE amount of $1,500,000)
    - Polydyne, Inc. (annual FY NTE amount of $1,500,000)
    - Thatcher Company of California (annual FY NTE amount of $1,500,000)

1.G - Staff Report - Chemical GSAs with Multiple Vendors.pdf
1.G - Resolution 1 - GSA Airgas Specialty.pdf
1.G - Resolution 2 - GSA Carus LLC..pdf
1.G - Resolution 3 - GSA Chemtrade Chemicals LLC..pdf
1.G - Resolution 4 - GSA Polydyne Inc..pdf
1.G - Resolution 5 - Thatcher Company.pdf

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

1. Approving the execution of a General Services Agreement with Pioneer Americas LLC, a wholly owned subsidiary of Olin Corporation, for the supply and delivery of bulk Sodium Hypochlorite for the Water and Wastewater Treatment Plants, with a total not-to-exceed amount of $2,500,000 (two million five-hundred thousand dollars) per fiscal year, and a term ending December 31, 2028; and

2. Authorizing the City Manager, or designee, to approve an administrative extension of up to two (2) additional years, in any combination, contingent upon satisfactory performance and budget availability.

1.H - Staff Report - GSA with Pioneer Americas LLC.pdf
1.H - Resolution - GSA with Pioneer Americas LLC.pdf

1.I. Staff recommends that City Council adopt a Resolution authorizing the purchase of one (1) new 2025 LeeBoy 8520 Electric Paver, and one (1) new 2025 Hamm HD12VV Electric Roller approved through the 25-26 Fiscal year budget utilizing the Sourcewell Cooperative Program.

1.I - Staff Report - Nixon Egli Street Paver and Roller Purchase.pdf
1.I - Resolution - Nixon Egli Street Paver and Roller Purchase.pdf

1.J. Staff recommends that the City Council adopt a resolution approving Amendment No. 2 to the Professional Services Agreement with LPA, Inc. for additional construction administration and design support services associated with the extended construction duration of the Tracy Recreation Activity Center (CIP 78178), increasing the not-to-exceed amount by $1,001,830 for a total not-to-exceed amount of $7,595,588.

1.J - Staff Report - Amendment No. 2 with LPA.pdf
1.J - Resolution - Amendment No. 2 with LPA.pdf

1.K. Staff recommends that the City Council adopt a Resolution approving a General Services Agreement with Carahsoft Technology Corporation (“Carahsoft”) for the purchase of information technology products, solutions, and related services, utilizing the OMNIA Partners cooperative purchasing agreement established by Cobb County Contract No. 23-6692-01, with a not-to-exceed amount of $600,000 per calendar year, through April 30, 2028.

1.K - Staff Report - Carahsoft Agreement.pdf
1.K - Resolution - Carahsoft Agreement.pdf

1.L. Staff recommends that the City Council adopt a Resolution 1) Authorizing the City Manager to execute a contract amendment to an existing contract with Granicus, LLC for a total not-to-exceed amount of $225,000 per fiscal year, to cover certain additional services including but not limited to website refresh, webpage conversions, expanded closed-captioning services, and implementation of electronic voting modules for City Council meetings, and 2) Dispensing the procurement requirement for this agreement pursuant to Tracy Municipal Code Section 2.20.140(b).

1.L - Staff Report - Granicus Amendment 3.pdf
1.L - Resolution - Granicus Amendment 3.pdf

1.M. Staff recommends that the City Council adopt a Resolution approving a Purchase Agreement for goods, commodities, and ancillary services with DecoTech Systems, Inc., utilizing OMNIA Partners cooperative purchase agreements for the purchase and installation of Verkada Cameras, Access Control, and related Equipment, incorporating by reference contract Region 4 Educational Service Center Contract R250206, with a not-to-exceed amount of $1,500,000 per calendar year and the term ending on April 1, 2032.

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

1.N. Staff recommends that the City Council adopt a Resolution (1) Approving the City's Annual Military Equipment Report; (2) Adopting findings required under Government Code Section 7071(e)(2) for each item of military equipment identified in such report; and (3) renewing Ordinance 1327.

1.N - Staff Report - AB 481 Annual Report 2025.pdf
1.N - Resolution - AB 481 Annual Report 2025.pdf

1.O. Staff recommends that the City Council adopt a Resolution for the Traffic Signal Installation and Roadway Widening at the Corral Hollow Road and Valpico Road Intersection, Capital Improvement Project 72095:

1. Appropriating funds from the Annual Pavement Management Plan – Fiscal Year 24/25, Capital Improvement Project 73196, in the amount of $420,000 from (F301) to CIP 72095;

2. Approving a revised construction contingency amount not-to-exceed $691,306 for the construction contract awarded to Dirt Dynasty, Inc. of Farmington, California, pursuant to Resolution No. 2023-222; and

3. Authorizing the City Manager to approve change orders up to the revised contingency amount, if needed.

1.O - Staff Report - Approve a revised construction contingency CIP 72095.pdf
1.O - Resolution - Approve a revised construction contingency CIP 72095.pdf

1.P. Staff recommends that the City Council adopt a Resolution (1) Approving the execution of a Master Professional Services Agreement for On-Call Roadway and Utility Design Services with Kimley-Horn and Associates, Inc. a North Carolina Corporation, for an initial term of three years, with a retroactive effective date as of March 16, 2026, for a total not-to-exceed amount of $600,000 per fiscal year for City-funded projects only, and specifying that developer-funded projects with Cost Recovery Agreements may be awarded on a per-contract basis, and (2) Authorizing two administrative options to extend for a one-year term each.

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

2. ITEMS FROM THE AUDIENCE

3. PUBLIC HEARINGS

3.A. Staff recommends that the City Council conduct a Public Hearing and adopt a Resolution:

1. Approving the Community Development Block Grant (CDBG) Estimated Award Allocation Recommendations provided in Attachment A hereto;

2. Approving the appropriation to the City of Tracy Economic Development Division of the total CDBG and HOME Investment Partnership Program (HOME) Award funds to be determined by San Joaquin County;

3. Approving the allocation of the County-approved CDBG and HOME Award funds to the Subrecipients in accordance with Award Allocation Recommendations provided in Attachment A hereto; and

4. Authorizing the City Manager, or their designee, to sign the CDBG Subrecipient Agreements and other implementation documents.

3.A - Staff Report - CDBG.pdf
3.A - Resolution - CDBG.pdf
3.A - Presentation - CDBG.pdf

4. REGULAR AGENDA

4.A. Staff recommends that the City Council receive an informational report regarding the annual report of the Transportation Advisory Commission.

4.A - Staff Report -TAC Annual Report.pdf
4.A - Presentation -TAC Annual Report.pdf

4.B. 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 (CalPERS) to end employee cost sharing of 3% for local Police members in the Tracy Police Officers Association, pursuant to Government Code Section 20516.

4.B - Staff Report - Ordinance 2nd Read - CALPERS Ammendment.pdf
4.B - Ordinance - CALPERS Ammendment.pdf

4.C. Staff recommends that the City Council consider expanding the scope of the Clyde Bland Park BMX Pump Track project (CIP 78190) to include an entry-level adaptive loop track and, upon consensus, adopt a resolution:

1. Appropriating additional funds in the amount of $335,000 from Master Plan Neighborhood Park Impact Fees (F361) to CIP 78190;

2. Increasing the overall Project not-to-exceed budget by $335,000, from $2,200,621 to $2,535,621;

3. Increasing the Project contingency amount by $225,500, from $126,850 to $352,350;

4. Authorizing the City Manager to approve change orders up to the revised contingency amount, if needed; and

5. Authorizing the City Manager to execute capital project-related documents and fee authorizations necessary to support the Project within the revised overall not-to-exceed budget of $2,535,621.

4.C - Staff Report - BMX Pump Track Budget Expansion.pdf
4.C - Resolution - BMX Pump Track Budget Expansion.pdf
4.C - Presentation - BMX Pump Track Budget Expansion.pdf

5. ITEMS FROM THE AUDIENCE

6. STAFF ITEMS

7. COUNCIL ITEMS AND COMMENTS

8. ADJOURNMENT

March 17, 2026

Agenda Item 1.A

RECOMMENDATION

Staff recommends that the City Council adopt an Ordinance amending and updating Chapter 3.04-Fireworks of Title 3- Public Safety of the Tracy Municipal Code.

BACKGROUND AND LEGISLATIVE HISTORY

At its March 3, 2026, regular meeting, the City Council unanimously approved the introduction of an Ordinance (Attachment A) on a first reading. Ordinance is set forth in the staff report provided for that item in the agenda packet for March 3, 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 amending and updating Chapter 3.04-Fireworks of Title 3- Public Safety of the Tracy Municipal Code.

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.

TiITLE 3 - PUBLIC SAFETY CHAPTER 3.04 FIREWORKS

Chapter 3.04 FIREWORKS[1]

3.04.010 Definitions.

"Fireworks" means any device containing chemical elements and chemical compounds capable of burning independently of the oxygen of the atmosphere and producing audible, visual, mechanical, or thermal effects which are useful as pyrotechnic devices or for entertainment. The term "fireworks" includes, but is not limited to, devices designated by the manufacturer as fireworks, torpedoes, skyrockets, roman candles, rockets, Daygo bombs, sparklers, party poppers, paper caps, chasers, fountains, smoke sparks, aerial bombs, and fireworks kits. For the purposes of this chapter, "fireworks" includes both "dangerous fireworks" and "safe and sane fireworks" as defined by the **California Health and Safety Code**.

"*Dangerous fireworks*" means any device containing chemical elements and chemical compounds capable of burning independently of the oxygen of the atmosphere and producing audible, visual, mechanical, or thermal effects which are useful as pyrotechnic devices or for entertainment and any fireworks classified as such as defined by Sections 12505 and 12561 of the Health and Safety Code of the State of California and the sections of Title 19, Code of Regulations, Subchapter 6, pertaining to dangerous fireworks which are hereby incorporated by reference. This definition does not include ammunition used for target shooting or hunting, nor does it include what is ordinarily known as cap pistol caps, party poppers or snap caps.

"*Safe and sane fireworks*" also known as "state-approved fireworks" means any device containing chemical elements and chemical compounds capable of burning independently of the oxygen of the atmosphere and producing audible, visual, mechanical, or thermal effects which are useful as pyrotechnic devices or for entertainment and any fireworks which do not come within the definition of "dangerous fireworks" or "exempt fireworks" as defined by Section 12505 of the Health and Safety Code of the State of California and the sections of Title 19, Code of Regulations, Subchapter 6, pertaining to "safe and sane fireworks" which are hereby incorporated by reference. This definition does not include ammunition used for target shooting or hunting, nor does it include what is ordinarily known as cap pistol caps, party poppers or snap caps.

"*Fireworks sales stand*" means any building, counter, or other structure of a temporary nature used in the sale, offering for sale, or display for sale of safe and sane fireworks.

"*Nonprofit organization*" means the applicant is a local nonprofit organization which shall mean any nonprofit association, club, or corporation organized for veteran, patriotic, welfare, religious, civic betterment, youth or charitable purposes as defined by Section 501(c) of the Internal Revenue Code of the United States. A local nonprofit organization must have its principal and permanent meeting place within the City of Tracy, or be within a one-mile radius of the city limits of the City Tracy, or be a school with a student body that includes City of Tracy residents and is within the Tracy Unified School District or the Jefferson School District. Non- school organizations that have their principal meeting place outside the City limits as allowed above, must show documented proof that a majority of its members are City of

[1]Editor's note(s)—Former Ch. 3.04, entitled "Fire Protection and Fire Prevention" §§ 3.04.010—3.04.170 was repealed by Ord. No. 1116, effective Mar. 5, 2008, which derived from: Prior code §§ 3-1.102—3-1.112, 3-1.201—3-1.204 and Ord. Nos. 1100 and 1111.

Tracy residents. The organization must have nonprofit status and have been organized and established for a minimum of two (2) continuous years preceding the filing of the application for permit. The organization must have a bona fide membership of at least twenty (20) members who reside in the City, which will be verified each year. The organization must also provide direct and regular community services and benefits to the residents of the City.

"*Principal and permanent meeting place*" means a location that serves as the nonprofit organization's primary, fixed site for meetings.

"*Private property*" means any real property, place, or premises (including, but not limited to, residential, commercial, or industrial) whether occupied on a temporary or permanent basis, whether or not occupied as a dwelling, and whether owned, leased, or rented, or used with or without compensation, including, but not limited to, a home, yard, garage, apartment, condominium, hotel or motel room, or other dwelling unit, or a warehouse, hall, or meeting room.

"*Public display of fireworks*" means an entertainment feature where the public or private group is admitted or permitted to view the display or discharge of dangerous fireworks.

"*Responsible party*" includes, but it is not limited to:

(1) A person(s) who owns, rents, leases, or otherwise has possession of the private property;

(2) A person(s) in immediate control of the private property;

(3) A person(s) who organizes, supervises, sponsors, conducts, allows, controls, or controls access to the possession, sale, or discharge of dangerous fireworks or safe and sane fireworks outside the permissible time periods specified in this chapter;

(4) A person who causes a violation of this chapter to occur or allows a violation to exist or continue, by his or her action or failure to act, or whose agents, employee, or independent contractor causes a violation of this chapter to occur, or allows a violation to exist or continue. There is a rebuttable presumption that the record owner of real property, as shown on the county's latest equalized property taxes assessment rolls, and a lessee of real property has a notice of any violation existing on said property. For purposes of this chapter, there may be more than one responsible person for a violation.

(5) Any person, irrespective of age, found in violation of any provision of this chapter may be issued a citation in accordance with the provisions of this code. Every parent, guardian, or other person having the legal care, custody, or control of any person under the age of eighteen years, who knows or reasonably should know that a minor is in violation of this chapter, may be issued a citation in accordance with the provisions of this chapter, in addition to any citation that may be issued to the offending minor.

If the private property is rented or leased, the landlord or lessor is not covered by this chapter unless he or she falls within the category of persons described under paragraph 2 , 3,4 or 5 of this definition. A landlord or lessor can only be held responsible n if he or she has knowledge that dangerous fireworks (including a public display) are being possessed at, or discharged on the private property without obtaining a permit therefor as provided in section 3.04.020 of this Code.

"Response costs" means those reasonable and necessary costs directly incurred by public safety personnel for a response to an unpermitted discharge or illegal storage of fireworks, and include the cost of providing law enforcement, firefighting, and/or other emergency services at the scene of the unpermitted discharge or illegal storage of fireworks, including, but not limited to:

1. Salaries and benefits of public safety personnel for the amount of time spent responding to, remaining at, or otherwise dealing with the unpermitted discharge or illegal storage of fireworks, and the administrative costs attributable to the response(s); and

2. The cost of any medical treatment to or for any public safety personnel injured responding to, remaining at or leaving the scene of the unpermitted discharge or illegal storage of fireworks; and

3. The cost of repairing any public safety equipment or property damage, and the cost of the use of any such equipment, in responding to, remaining at, or leaving the scene of an unpermitted discharge or illegal storage of fireworks.

"Enforcement officer" means any city employee, or law enforcement officer with the authority to enforce any provision of this code. Whenever an enforcement officer charged with the enforcement of any provision of this code determines that a violation has occurred, the enforcement officer shall have the authority to issue an administrative citation to any person responsible for the violation.

(Ord. No. 1158, § 1, 5-17-2011; Ord. No. 1162, § 1, 10-4-2011; Ord. No. 1215, § 1, 5-3-2016; Ord. No. 1263, § 1, 9-18-2018; Ord. No. 1297, § 1, 10-20-2020; Ord. No. 1337, § 2(Exh. A), 5-2-2023)

3.04.020 Prohibition on sale, use or discharge of fireworks without permit.

The sale, use, possession or discharge of any fireworks or pyrotechnic devices, including, but not limited to, "safe and sane" fireworks, anywhere within the incorporated area of the city of Tracy is prohibited unless otherwise allowed by this chapter.

3.04.030 Public displays; permits required.

(a) Notwithstanding the prohibitions on dangerous and safe and sane fireworks set forth in this chapter, this section shall not prohibit public display of fireworks which may be allowed upon issuance of a permit therefore under the provisions of the Health and Safety Code of the State of California. This chapter also does not prohibit the use by railroad or other transportation agencies, for signal purposes or illumination, of torpedoes, flares or fuses; nor the sale or use of blank cartridges for theatrical or ceremonial purposes, athletic events, or military ceremonials or demonstrations.

(b) Fireworks display permits are required to conduct a public display of fireworks as required by local and state regulations. Permit application shall be made not less than sixty (60) days prior to the scheduled date of the display. The permit application shall be in accordance with the California Fire Code and the National Fire Protection Association codes and standards 1123 and 1124 and include a diagram of the grounds on which the display is to be held showing the point at which the fireworks are to be discharged; the location of buildings, highways and other lines of communication; the lines behind which the audiences will be restrained; and the location of nearby overhead obstructions. At the time of permit application, the City Manager or designee shall be consulted regarding reasonable conditions or requirements for standby personnel and fire apparatus. Fireworks display permits shall only be granted to licensed pyrotechnic operators.

(c) Fireworks display permits may be secured by application to the City Manager or designee. The City Manager or designee may deny issuance of such permits, provided such denial is reasonably based on public health and safety concerns, including, but not limited to, an application for another event to be held on the same date as that requested has been previously filed or approved, and the other event is so close in time and location to the event proposed as to cause undue traffic congestion or to place the City in a position of being unable to meet the needs for Fire, Police or Public Works

services for both events. Any decision regarding such permits may be appealed to the City Council as set forth in section 1.12.020 of this Code.

(d) A public display of fireworks may also require a special events permit pursuant to chapter 4.40 of this Code.

(e) The fireworks display permit fee, requisite deposits, time of payment, and insurance requirements shall be set by resolution of the City Council.

(Ord. No. 1158, § 1, 5-17-2011; Ord. No. 1162, § 1, 10-4-2011; Ord. No. 1263, § 1, 9-18-2018)

3.04.040 Sale, discharge, time limit, dangerous fireworks.

(a) Subject to the permitting provisions of this chapter, the California Fire Code, the provisions of the State Fireworks Law, Sections 12500 through 12726 of the Health and Safety Code of the State of California and any regulations promulgated thereunder, safe and sane fireworks may be discharged within the City limits of the City of Tracy during the period from noon and ending at 10:00 p.m. on the twenty-eighth day of June through the third day of July and from noon to midnight on the fourth of July, each year.

(b) It is unlawful and shall be a misdemeanor to possess, sell or discharge dangerous fireworks within the City of Tracy.

(c) In the alternative, the City may issue administrative citations pursuant to chapter 1.28 of this Code.

(1) An administrative citation may be issued to any person or responsible party for violating subsections (a) or (b) of this section.

(2) A responsible party need not be present at the time safe and sane fireworks are discharged outside the permissible time periods specified in subsection (b) of this section, or when dangerous fireworks are possessed, sold, or discharged for the City to issue an administration citation.

(3) Nothing in this Section shall be intended to limit any of the penalties provided for in this chapter or the California Health and Safety Code or Penal Code.

(d) Safe and sane fireworks may only be sold between the hours of 12:00 p.m. and 8:00 p.m. on June 28, between 8:00 a.m. and 8:00 p.m. from June 29 through July 3, and 8:00 a.m. and 9:00 p.m. on July 4.

(Ord. No. 1158, § 1, 5-17-2011; Ord. No. 1162, § 1, 10-4-2011; Ord. No. 1263, § 1, 9-18-2018; Ord. No. 1297, § 1, 10-20-2020; Ord. No. 1337, § 2(Exh. A), 5-2-2023)

3.04.050 Permit to sell and store safe and sane fireworks.

(a) The City Council shall establish, by resolution, the process by which the City will issue annual permits to sell safe and sane fireworks and the conditions to protect health, safety, aesthetics, and such other conditions the City Council finds reasonably necessary that applicants must satisfy to receive the permits.

(b) The City Council shall establish, by resolution, an application fee for the lottery to be eligible for an annual permit to store or sell safe and sane fireworks.

(c) It is unlawful for any person to engage in the sale or distribution of safe and sane fireworks within the City of Tracy without first having secured an operational fire permit and a temporary use permit to do so from the City Manager or designee.

(d) It is unlawful to store safe and sane fireworks within the City of Tracy without first having secured an operational fire permit and a temporary use permit to do so from the City Manager or designee.

(e) The annual permit fee for the sale of safe and sane fireworks shall be set by resolution of the City Council and payable prior to permit issuance.

(f) A temporary use permit and City business license is required pursuant to this Code.

(g) Lottery awardees and alternates, as defined by the process set forth in a Council resolution pursuant to section 3.04.050(b), may apply for an operational fire permit prior to the end of April of each year.

(Ord. No. 1158, § 1, 5-17-2011; Ord. No. 1162, § 1, 10-4-2011; Ord. No. 1263, § 1, 9-18-2018)

3.04.060 Maximum number of safe and sane fireworks permits issued—Selection procedure.

(a) The maximum number of permits to sell safe and sane fireworks, which the City may issue during any one calendar year, shall not exceed one permit for each 10,000 resident population or portion thereof. No more than one safe and sane fireworks stand can be operated under each permit. Only nonprofit organizations, as defined in this chapter, are eligible for such permits.

(b) City Council shall provide, by City Council resolution, a process for a lottery to determine which nonprofit organizations, including alternates, will be eligible to apply for an annual permit to sell and store safe and sane fireworks.

(Ord. No. 1158, § 1, 5-17-2011; Ord. No. 1162, § 1, 10-4-2011; Ord. No. 1263, § 1, 9-18-2018)

3.04.070 Applications for safe and sane fireworks sales permit lottery.

Applications for the lottery to be eligible to apply for a permit to store or sell safe and sane fireworks may be filed during normal business hours from November 1st of each year up to and including the first Thursday of December of the same year, at which time the filing period for that year will close. All applications shall be submitted in writing to the City Manager or designee, on forms provided by the City and meet the following conditions:

(a) The applicant is a nonprofit organization as defined in this chapter. Each nonprofit organization shall establish status as a 501(c) tax-exempt organization and provide a certificate of good status from the California Secretary of State and an entity status letter showing good status with the California Franchise Tax Board at the time of application. The letters shall be dated within sixty (60) days of application. The letters are required to be submitted with the application and if not submitted, the application will be rejected.

(1) Public school organizations shall provide current written verification of an affiliation from the school each year. Public school organizations shall establish status as a 501(c) tax-exempt organization as a separate entity from the school and must possess a nonprofit identification number.

(2) Each nonprofit organization may file an application for one sales permit for which there is only one tax ID number.

(b) The nonprofit organization must possess a nonprofit identification number. However, a given identification number may not be used by more than one organization. Should the City Manager or designee determine that more than one organization has submitted the same nonprofit identification number, the City Manager or designee shall notify the organizations in writing and give each of them the opportunity to correct the situation prior to the deadline provided in this section to ensure compliance with this section. If such compliance is not achieved, none of the affected nonprofit organizations shall be eligible to receive a permit.

(c) Applications shall be signed by two (2) bona fide officers of the eligible nonprofit organization, wherein the officer, on behalf of the organization and its agents, agrees to abide by state laws, administrative regulations, and all requirements of this Code and the permit if permission to operate a safe and sane fireworks stand is granted to the organization, and both:

(1) Has not been found by any court of competent jurisdiction or City administrative hearing officer to be in violation of any civil or criminal, local, state or federal law relating to fireworks within twenty-four (24) calendar months prior to the organization's submittal of an application for a permit to sell safe and sane fireworks, and

(2) Has not had a permit to sell safe and sane fireworks revoked within twenty-four (24) calendar months prior to the organization's submittal of an application for a permit to sell.

(d) (1) Should the City Manager or designee determine that a lottery awardee does not satisfy these requirements or otherwise comply with requirements of this Chapter, the lottery awardee's application shall be denied.

(2) If an awardee is found to have falsified or misrepresented its status as an eligible organization as defined by this Chapter, or provided false information on the approved application, the organization will be ineligible to apply for a safe and sane fireworks sales permit for a period of two (2) years.

(Ord. No. 1158, § 1, 5-17-2011; Ord. No. 1162, § 1, 10-4-2011; Ord. No. 1215, § 2, 5-3-2016; Ord. No. 1263, § 1, 9-18-2018)

3.04.080 Documents and fees required for fireworks sales permit issuance.

(a) In addition to all other requirements contained in this chapter, each lottery awardee shall comply with each of the following requirements:

(1) Apply for an operational fire permit to store or sell safe and sane fireworks on a form approved by the City Manager or designee with the required permit fee as established by City Council resolution paid prior to permit issuance.

(2) State of California Fire Marshal's firework retail license.

(3) Provide proof of a temporary sellers permit from the State Board of Equalization.

(4) Sign a form provided by the City, whereby the lottery awardee agrees to indemnify and hold harmless the City, its officers, employees, volunteers and agents from any and all claims, damages, demands, liability, costs, losses, and expenses, including, without limitation, court costs and reasonable attorneys' fees arising out of or in connection with the permittee's sale of safe and sane fireworks, except such loss or damage which was solely caused by the active negligence, sole negligence, or willful misconduct of the City, its officers, employees, or agents.

(5) Furnish to the City proof of coverage by a policy of public liability and property damage insurance. The policy shall provide limits of bodily injury and property damage liability of not less than five million dollars ($5,000,000.00) combined single limit for each occurrence annually as payment for damages to persons or property which may result from or be caused by the public sale or storage of safe and sane fireworks, or any negligence on the part of the permittee or his or her agents, servants, employees or subcontractors relating thereto.

(6) Obtain a temporary use permit from the City of Tracy and provide any other information as may be required by the City Manager or designee.

(7) A site plan of the fireworks sales stand area, to scale, shall be provided. The site plan shall include site location, fireworks sales stand location, parking areas, access to and from the fireworks sales stand area, all equipment to be used at the fireworks sales stand and the

locations for the equipment, location of trash area, location of trailer parking area, and any additional information as requested by the City Manager or designee, in compliance with the operational fire permit requirements.

(b) The City Manager or designee may revoke, immediately and without notice or hearing, the safe and sane fireworks sales permit of any organization when any of the provisions of this Code, the Health and Safety Code, the Uniform Fire Code, the California Code of Regulations, or any other applicable law or regulation are violated. The decision of the City Manager, or designee, shall be final.

(c) Revocation of any permit will be effective for that calendar year.

(d) Permits for retail sales of safe and sane fireworks issued pursuant to the provisions of this section are not transferable to any other person or organization and are issued for the purpose of operating a single safe and sane fireworks sales booth at the approved location. The permit may be used only by the organization to which it is issued.

(e) Each applicant that has been granted a permit shall have no less than two (2) members of its sales staff attend an operator safety seminar approved and supervised by the City Manager or designee.

(Ord. No. 1158, § 1, 5-17-2011; Ord. No. 1162, § 1, 10-4-2011)

3.04.090 Operation of safe and sane fireworks stand only by permittee.

(a) It is unlawful for the permittee organization to allow any person or entity other than the permittee organization to operate the safe and sane fireworks sales stand for which the permit is issued, whether by agreement, assignment or otherwise. Violations will result in the immediate loss of the organization's permit.

(b) It is unlawful for any nonprofit organization to pay any consideration to any person for selling or otherwise participating in the sale of safe and sane fireworks at such fireworks sales stand, except the hiring of a night watchman or security officer.

(c) Each fireworks sales stand must have a minimum of one adult twenty-one (21) years of age or older in attendance and in charge thereof while safe and sane fireworks are stored therein.

(d) No person may sleep in or remain in the fireworks sales stand after close of business.

(e) All unsold safe and sane fireworks must be removed from the fireworks sales stand during nonsale hours and stored in a centrally located, locked metal container or other secure and fire-safe structure during nonsale periods. Each permittee shall provide a storage location and container for storage of its stand's fireworks. The container shall be approved by the City Manager or designee and located in an M-1 or M-2 zoned location approved by the Development and Engineering Services Director and the City Manager or designee. Such storage shall comply with all requirements of this Code, including applicable additional permit requirements. Permittees may satisfy these storage requirements through the use of a safe and sane fireworks wholesaler, provided such wholesaler also complies with all requirements of this Code, including additional permit requirements.

(f) Each fireworks sales stand must have on duty at all times during the sales period at least one salesperson who attended the City of Tracy operator safety seminar, required pursuant to section 3.04.070.

(g) Permittees shall require all persons who appear to be under the age of thirty (30) years to provide proof of age and shall make no sales of safe and sane fireworks to persons younger than eighteen (18) years of age.

(Ord. No. 1158, § 1, 5-17-2011; Ord. No. 1162, § 1, 10-4-2011; Ord. No. 1263, § 1, 9-18-2018)

3.04.100 Requirements of safe and sane fireworks sales stand.

All retail sales of safe and sane fireworks shall be made from within a temporary fireworks sales stand only, and sales from any other building or structure are hereby prohibited. Safe and sane fireworks sales stands are subject to the following requirements:

(a) No fireworks sales stand shall be put in place by the permittee any earlier than 8:00 a.m. on June 20 of each year, provided there is no sale or storage of safe and sane fireworks prior to the time periods set forth in section 3.04.030.

(b) No fireworks sales stand shall be located within twenty-five (25) feet of any building or structure, within five (5) feet of any curb line, or within 100 feet of any gasoline pump.

(c) A minimum of 100 feet shall be maintained from any building used as a school, day care, hospital, place of detention, public garage or place of assembly that can accommodate 300 or more occupants and the fireworks sales stand.

(d) A minimum of twenty (20) feet of separation shall be provided between the fireworks sales stand and the parked vehicles of the public.

(e) No fireworks sales stand shall interfere with required site access, circulation, fire lanes or fire hydrants.

(f) No weeds or other combustible materials are permitted within twenty-five (25) feet of any fireworks sales stand.

(g) No generators shall be allowed within twenty-five (25) feet of any fireworks sales stand.

(h) Smoking and the consumption of alcoholic beverages shall not be allowed within fifty (50) feet of any fireworks sales stand and "No Smoking" signs shall be displayed on and in the fireworks sales stand.

(i) Each fireworks sales stand shall be provided with two (2), two and one-half (2.5) gallon pressurized water-type fire extinguishers, or two (2) 2A10BC dry chemical/powder-type fire extinguishers, in good working order, and easily accessible for use.

(j) The permit to sell safe and sane fireworks shall be displayed in a prominent place within the fireworks sales stand and shall at all times be visible to members of the public.

(k) Fireworks sales stands shall be either twenty-four (24) or thirty-two (32) feet long by eight (8) feet wide. Fireworks sales stands twenty-four (24) feet in length shall have two (2) exits and a maximum occupancy of six (6) people. Firework sales stands thirty-two (32) feet in length shall have three (3) exits and a maximum occupancy of eight (8) people.

(l) All fireworks sales stands shall be built and maintained in accordance with the safety requirements of the City prior to opening for business.

(m) All unsold safe and sane fireworks and accompanying litter shall be cleared from the location by 5:00 p.m. on July 5, and the fireworks sales stand shall be removed from the temporary location by 12:00 p.m. on July 9 of each year. If the permittee does not remove the fireworks sales stand and/or clean the sales site as required, the City may do so, or cause the same to be done, and the reasonable cost thereof shall be charged against the permittee.

(Ord. No. 1158, § 1, 5-17-2011; Ord. No. 1162, § 1, 10-4-2011; Ord. No. 1263, § 1, 9-18-2018)

3.04.110 Locations for discharge.

(a) It shall be unlawful and a misdemeanor to discharge any dangerous or safe and sane fireworks, on public, semipublic or private open areas such as parking lots, vacant properties, or open commercial

or industrial areas, except in those areas approved by the City Manager or designee as provided in section 3.04.020 of this chapter.

(b) It is unlawful for any person to ignite, explode, project, or otherwise fire or use, any safe and sane fireworks, or to permit the ignition, explosion or projection thereof, upon or over or onto the property of another without his or her consent, or to ignite, explode, project, or otherwise fire or make use of, any safe and sane fireworks within ten (10) feet of any residential dwelling or other structure.

(c) It is unlawful for any person to discharge any safe and sane fireworks within 100 feet of a fireworks sales stand.

(d) When discharging safe and sane fireworks, a water source must be within 100 feet of the discharge location.

(Ord. No. 1158, § 1, 5-17-2011; Ord. No. 1162, § 1, 10-4-2011; Ord. No. 1263, § 1, 9-18-2018)

3.04.120 Sales and use by minors.

(a) It is unlawful for any person under the age of eighteen (18) to sell, or handle for sale, any classification of fireworks.

(b) It is unlawful for any person under the age of eighteen (18) to purchase or be allowed to purchase any classification of fireworks.

(c) It is unlawful for any person having the care, custody or control of a minor under the age of eighteen (18) to permit such minor to discharge, explode, fire, or set off any safe and sane fireworks, as defined herein, unless such minor does so under the direct supervision of a parent or guardian, or such other person having care, custody or control of such minor.

(Ord. No. 1158, § 1, 5-17-2011; Ord. No. 1162, § 1, 10-4-2011; Ord. No. 1263, § 1, 9-18-2018)

3.04.130 State law.

The provisions of this chapter are in addition to applicable state and federal law, including, but not limited to, the State Fireworks Law (California Health and Safety Code, Sections 12500 through 12726), the State Fireworks Regulations (Title 19, California Code Regulations, Chapter 6), the California Fire Code and any and all other state or federal laws or regulations pertaining to the sale or use of fireworks.

(Ord. No. 1158, § 1, 5-17-2011; Ord. No. 1162, § 1, 10-4-2011; Ord. No. 1263, § 1, 9-18-2018)

3.04.140 Violation/Penalties

A. Any violation of any of the provisions of this chapter may be prosecuted as a misdemeanor, and may be enforced by any of the methods provided in chapter 1.04 of this Code. If an administrative citation is issued for a violation of the chapter, the penalty amounts shall be as follows:

(1) One thousand dollars ($1000..00) for each violation

B. Upon identification of an unpermitted discharge of fireworks, law enforcement may also issue a written notice to all other identifiable responsible persons, as defined in Section **3.04.010**, not present at the unpermitted discharge of fireworks that a violation of the fireworks ordinance has occurred and that further violations may result in the assessment of response costs.

C. The penalties set forth herein are intended to be nonexclusive and are intended to be in addition to any other remedies provided in this chapter or any other law, statute, ordinance or regulation.

D. Response Costs. A responsible person(s), as defined in Section **3.04.010**, who has been issued a second administrative citation and/or written notice of violation of this chapter may be liable for response costs incurred in responding to the unpermitted discharge or illegal storage of fireworks. All responsible persons shall be jointly and severally liable for the response costs incurred in the response and all subsequent responses.

If a responsible person is a juvenile, then the parents or guardians of that juvenile and the juvenile will be jointly and severally liable for the response costs incurred pursuant to this chapter. To incur liability for response costs imposed by this chapter, the responsible person for the unpermitted discharge or illegal storage of fireworks need not be present at the event that causes the response giving rise to the imposition of response costs. This chapter therefore imposes vicarious as well as direct liability upon a responsible person.

E. Payment of a fine and/or response costs under this chapter shall not excuse or discharge any continuation or repeated occurrence of the code violation that is the subject of the administrative citation.

(Ord. No. 1158, § 1, 5-17-2011; Ord. No. 1162, § 1, 10-4-2011; Ord. No. 1263, § 1, 9-18-2018; Ord. No. 1337, § 2(Exh. A), 5-2-2023)

3.04.150 Abatement.

As a public nuisance, an unpermitted discharge or illegal storage of fireworks may be summarily abated by law enforcement by all reasonable means, singularly or in combination, including, but not limited to:

A. Issuance of an administrative citation or written notice that a violation of this chapter has occurred, as set forth in Section 3.04 .140 of this Code; and

B. Issuance of a citation for recovery of response costs for violations as set forth in Section **3.04.140(D)**; and

C. Public nuisance abatement procedures as set forth in Chapter 1.32 of the Tracy Municipal Code; and

D. Any other remedy provided by law.

3.04.10 Enforcement.

Any city employee, or public safety officer (including the local fire department) with the authority to enforce any provision of this code is authorized to enforce this chapter. (Ord. No. 1158, § 1, 5-17-2011; Ord. No. 1162, § 1, 10-4-2011; Ord. No. 1263, § 1, 9-18-2018)

* *

The foregoing Ordinance _____ was introduced at a regular meeting of the Tracy City Council on the 3rd day of February, 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

ATTEST:_____

APRIL B. A. QUINTANILLA
City Clerk and Clerk of the Council
of the City of Tracy

Date of Attestation:_____

March 17, 2026

Agenda Item 1.B

RECOMMENDATION

Staff recommends that the City Council adopt an Ordinance amending Title 9 - Building Regulations, Chapter 9.24 - Vacant, Neglected and Dangerous Buildings, sections 9.24.010 through 9.24.040 and adding sections 9.24.050 through 9.24.260 of the Tracy Municipal Code to add and define standards for the maintenance of boarded, vacant, and/or neglected buildings located on private property, and an alternative process for abating nuisance conditions caused by such buildings.

BACKGROUND AND LEGISLATIVE HISTORY

At its March 3, 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 March 3, 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 amending Title 9 - Building Regulations, Chapter 9.24 - Vacant, Neglected and Dangerous Buildings, sections 9.24.010 through 9.24.040 and adding sections 9.24.050 through 9.24.260 of the Tracy Municipal Code to add and define standards for the maintenance of boarded, vacant, and/or neglected buildings located on private property, and an alternative process for abating nuisance conditions caused by such buildings.

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

ATTACHMENT A

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

ORDINANCE NO. _____

AN ORDINANCE OF THE TRACY CITY COUNCIL AMENDING TITLE 9 - BUILDING REGULATIONS, CHAPTER 9.24 - VACANT, NEGLECTED AND DANGEROUS BUILDINGS, SECTIONS 9.24.010 THROUGH 9.24.040 AND ADDING SECTIONS 9.24.050 THROUGH 9.24.260 OF THE TRACY MUNICIPAL CODE TO ADD AND DEFINE STANDARDS FOR THE MAINTENANCE OF BOARDED, VACANT, AND/OR NEGLECTED BUILDINGS LOCATED ON PRIVATE PROPERTY, AND AN ALTERNATIVE PROCESS FOR ABATING NUISANCE CONDITIONS CAUSED BY SUCH BUILDINGS.

WHEREAS, the City of Tracy recognizes that whereby buildings or structures which from any cause endanger life, limb, health, morals, property, safety, or welfare of the general public or their occupants may be required to be repaired, vacated, or demolished; and

WHEREAS, the City of Tracy does not currently have standards for the maintenance of boarded, vacant, and/or neglected buildings located on private property, and an alternative process for abating nuisance conditions caused by such buildings. Nothing herein shall diminish or limit the City's authority to enforce other available legal remedies against persons who maintain such nuisance conditions on their property, including, but not limited to, enforcement by other City departments and/or local, county, or state agencies.; and

WHEREAS, the purpose of this ordinance is to promote public health, safety, and welfare by regulating vacant, neglected and dangerous buildings and requiring the property owners to maintain and inspect their properties regularly; and

WHEREAS, the City Council considered this matter at a duly noticed public hearing held on March 3, 2026;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TRACY DOES ORDAIN AS FOLLOWS:

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

SECTION 2. Chapter 9.24 – VACANT, NEGLECTED, AND DANGEROUS BUILDINGS

9.24.010 - Reference to chapter.

This chapter 9.24 of the Tracy Municipal Code may be referred to as the "City Code for the Abatement of Vacant, Neglected, and Dangerous Buildings". For purpose of clarity, the term "Code," when used alone, shall refer to the Tracy Municipal Code.

9.24.020 - Purpose of chapter.

The purpose of this chapter is to provide a just, equitable, and practicable method, to be cumulative with and in addition to any other remedies provided by Title 9 of this Code, or otherwise available by law, whereby buildings or structures which from any cause endanger life, limb, health, morals, property, safety, or welfare of the general public or their occupants may be required to be repaired, vacated, or demolished. As such, property owners should self-inspect and/or monitor their property (properties) regularly. The purpose of this chapter is not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefitted by the terms of this chapter.

9.24.030 - Preamble.

This chapter contains standards for the maintenance of boarded, vacant, and/or neglected buildings located on private property, and an alternative process for abating nuisance conditions caused by such buildings. Nothing herein shall diminish or limit the City's authority to enforce other available legal remedies against persons who maintain such nuisance conditions on their property, including, but not limited to, enforcement by other City departments and/or local, county, or state agencies.

9.24.040 - Findings—Vacant and boarded buildings.

The City Council finds as follows:

(a) Vacant buildings are a major cause of blight in both residential and nonresidential neighborhoods, especially when the owner of the building fails to actively maintain and manage the building to ensure that it does not become a liability to the neighborhood. Substandard or unkempt properties, long-term vacancies, and boarded and/or vacant buildings all discourage economic development, negatively affect property values, and may pose a safety risk.

(b) It is a responsibility of property ownership to prevent owned property from becoming a burden to the neighborhood and community and a threat to the public health, safety, or welfare.

(c) A structure is not deemed to be vacant for purposes of this chapter if any of the following circumstances exist:

(1) Any unit or portion of the structure is occupied by a person for legitimate residential purposes;

(2) Construction or alteration is in progress pursuant to a valid, unexpired building permit.

9.24.050 - Boarding Permit Required.

(a) It shall be unlawful and a public nuisance for any owner of property in this City to allow to exist on such property any building or structure whose doors, windows or other openings are broken or missing, so as to allow access to the interior; or which is not temporarily boarded and secured in compliance with this chapter within the time set forth by the Building Official or designee in the permit; or which is left in such temporary boarded-up condition after the expiration of any initial or renewed boarding permit.

(b) It shall be unlawful and a public nuisance for any person, firm, association or corporation to erect, install, place or maintain boards over the doors, windows or other openings of any building or structure or otherwise secure such openings by a means other than the conventional method used in the original construction and design of the building or structure without a valid, current and unexpired boarding permit therefor from the Building Official or designee. No boarding permit shall be issued for a period of greater than six (6) months. Upon an application and a showing of good cause, the Building Official or designee may issue renewals of such permits.

(c) The fees for the issuance or renewal of a boarding permit shall be set by City Council resolution and may be amended from time to time to adjust for the personnel costs upon which the fee is based rising or falling. Upon payment of the required fee, the Building Official or designee shall issue or renew a boarding permit upon the submission of a written application by the property owner or his/her authorized representative or contractor and upon the confirmation by a City building inspector that the boarding or other method of securing the building will or has been done in compliance with this chapter.

9.24.060 - Compliance required.

It is unlawful and a misdemeanor for any person who owns, controls, or is the responsible agent of a vacant structure to maintain, or cause or permit the maintenance of the vacant structure in a neglected condition.

9.24.070 - Public nuisance.

A neglected vacant structure shall constitute a public nuisance. A building is neglected if it is in material, repeated, or ongoing violation of this chapter.

9.24.080 - Definitions.

The following words and phrases, whenever used in this chapter, shall be defined as follows:

"Blight" shall mean a condition of decay, deterioration, disrepair, neglect or inadequate maintenance, including, but not limited to, conditions constituting a public nuisance, contributing to the diminution of the property values of surrounding properties, undermining the economic vitality of a neighborhood or creating health or safety dangers.

"Boarded building" or "boarded up" shall mean a building with doors or windows that have been covered with plywood or other material.

“Days”, unless otherwise explicitly defined, shall mean calendar days, but excluding holidays.

"Director" shall mean the director of the Community and Economic Development Department and/or the police chief, or their designees. Except as otherwise provided herein, the director and/or designee shall have the authority to enforce the provisions of this chapter. The director may also refer all relevant fire matters to a fire marshal or designee for their analysis and/or enforcement.

"Neglected" shall mean not maintained in accordance with the provisions of this chapter.

"Nuisance" shall mean any building that is interfering with the rights of neighbors' use or enjoyment of their property, endangers life, health, or safety, or is offensive to others.

"Owner" (or "owner" or "property owner") means a person listed on the last equalized tax roll, as maintained by the County of San Joaquin, and/or person designated by the owner who is in charge or control of the vacant building.

"Vacant structure" or "vacant building" shall mean a residential or commercial building which has remained unoccupied, unsecured, and/or boarded for a period of more than thirty days. It shall also mean any residential or commercial building that is occupied by unauthorized persons for any length of time. A building or structure is not deemed to be vacant for purposes of this chapter if construction, alteration, improvements, rehabilitation, or repair is in progress pursuant to a valid, unexpired building permit with inspections occurring at least every six months.

9.24.090 - Structural and building maintenance standards.

(a) All vacant structures shall be maintained in a structurally sound condition.

(b) All electrical, natural gas, sanitary and plumbing facilities shall be maintained in a condition which does not create a hazard to public health.

9.24.100 - Fire safety.

(a) All vacant structures shall be maintained in a manner which does not create an unreasonable risk of fire, including the removal of weeds which may constitute a fire hazard, consistent with the Tracy Municipal Code and/or applicable laws.

(b) No vacant structure or portion thereof shall be used for the storage of flammable liquids or other materials which would constitute a safety or fire hazard.

(c) Heating facilities or heating equipment in vacant structures shall either be removed or maintained in accordance with applicable codes or ordinances. If heating equipment is removed, any fuel supply shall be removed or terminated in accordance with applicable codes and ordinances.

(d) After notice is provided to the owner, the owner must remove all combustible waste material and must secure all waste containers on the property.

(e) After notice is provided to an owner, the owner must continue to maintain all fire protection systems within the property.

(f) At the discretion of a fire marshal or their designee, the owner may be required to remove certain and/or all heating equipment that may affect the operational condition of the fire protection systems such as the fire sprinkler system.

9.24.110 - Security Standards.

(a) All vacant structures shall be maintained in a way that secures them from any unauthorized entry.

(b) The owner or responsible agent of a vacant structure which has suffered an unauthorized entry must provide security which meets the following minimum standards:

(1) All windows and sliding doors shall provide either intact glazing or be boarded as set forth in specifications adopted by the director and on file with the City of Tracy's Planning Department (within the Department of

Community and Economic Development), which shall include boarding from the interior of the building;

(2) Doors and service openings with thresholds located ten feet or less above the grade, stairway, landing, ramp, porch, roof or similarly accessible area shall provide resistance to entry equivalent to or greater than that of a closed single panel or hollow core door one and three-eighths inches thick equipped with a half-inch throw deadbolt or boarded as set forth in the specifications on file with the City of Tracy. Exterior doors, if openable, may be closed from the interior of the structure by toe nailing them to the door frame using 10D or 16D galvanized nails;

(3) There shall be at least one operable door into each structure and into each housing unit. If an existing door is operable, it may be used and secured with a suitable lock such as a hasp and padlock or a one-half inch deadbolt or dead- latch; and

(4) All door locks shall be kept locked. When a door cannot be made operable, a door shall be constructed of three-quarter inch CDX plywood and shall be equipped with a lock as described above.

(5) To the extent an emergency and/or natural disaster occurs at a property, the property owner may secure the property for a period of thirty (30) days before applying for a permit. Within thirty (30) days of the date of the emergency or natural disaster, however, the property owner submit an application for a permit with the City consistent with the Tracy Municipal Code.

9.24.120 - Debris removal.

All vacant structures and buildings including all adjoining yard areas shall be maintained free of debris, combustible materials, litter, and garbage.

9.24.130 - Appearance.

(a) All vacant structures must be maintained in a manner which minimizes the appearance of vacancy, including the prompt removal of graffiti.

(b) All exterior surfaces, including any boarded windows or doors shall be applied with sufficient paint, siding, stucco or other finishes, in the same color or similar color as the adjoining areas, to weatherproof the vacant structure and to create a sufficient appearance of repair to deter unauthorized occupation.

(c) The exterior of the property on which a vacant structure is located, including all landscaping, shall be kept in good condition, and additionally, shall not create

the appearance of an unsecured, unoccupied structure or other hazard to public safety.

9.24.140 - Long-term boarded and vacant building prohibited.

(a) The owner of any boarded or neglected building, whether boarded by voluntary action of the owner or as a result of enforcement activity by the City, shall cause the boarded building to commence rehabilitation of the building so that it is no longer blighted, neglected, or in a nuisance condition within thirty days after the building is boarded. Moreover, a property owner(s) shall be responsible to registering all vacant buildings with the Community and Economic Development Department of the City within thirty (30) days of the vacancy and/or thirty (30) days after the effective date of this ordinance.

(b) No person shall allow a building designed for human use or occupancy to stand vacant for more than thirty days, unless one of the following applies:

(1) The building is the subject of an active building permit for repair or rehabilitation and the owner is progressing diligently (through and/or subject to an inspection every fifteen business days) to complete the repair or rehabilitation;

(2) The building meets all codes, does not contribute to blight and is ready for occupancy and is officially (and in good faith) in the active process of getting ready for occupancy; or is in the active, legitimate process to be leased or sold;

(3) The director or designee determines that the building is no longer neglected and does not contribute to, and is not likely to contribute to, blight because the owner is actively maintaining and monitoring the building. Active maintenance and monitoring shall include:

(i) Maintenance of landscaping and plant materials in good condition,

(ii) Maintenance of the exterior of the building, including, but not limited to, paint and finishes, in good condition,

(iii) Regular removal of all exterior trash, debris and graffiti,

(iv) Maintenance of the building in continuing compliance with all applicable codes and regulations,

(v) Prevention of criminal activity on the premises, including, but not limited to, use and sale of controlled substances, prostitution and criminal street gang activity.

9.24.150 - Permitted time periods to commence and correct violations.

(a) Any property owner of a boarded building in violation of this chapter or any owner of a vacant building in violation of this chapter shall commence any corrections or repairs necessary to comply with this chapter within thirty days of the date of the issuance of the notice of violation. The date of the issuance of the notice of violation shall be the date the notice of violation is mailed to the property owner or posted on the property as provided for in 9.24.180, whichever is earlier. Provided the property owner reasonably and diligently pursues corrections or repairs to completion (and notices the City of such efforts in writing, consistent with this section), no administrative penalties shall be imposed. In the event the property owner does not request a hearing or commence corrections within thirty days of the date of the issuance of the notice of violation, the City may impose administrative penalties as provided for in Section 9.24.220. In the event the property owner requests a hearing pursuant to Section 9.24.190 to dispute the factual finding(s) of the notice of violation, the thirty-day correction commencement period shall be suspended/stayed from the date of the request until such time as the hearing officer (consistent with Tracy Municipal Code Section 1.12.030) renders a decision. Upon the issuance of the hearing officer's decision, the property owner shall have the balance of the original thirty-day period to commence any necessary corrections or repairs before administrative penalties accrue. For this Chapter 9.24, any hearing officer who shall oversee any of these matters shall be appointed by the City Attorney or his/her designee. New violations that arise during the stay period noted herein shall not be exempt from this Chapter or any other provisions of the Tracy Municipal Code.

(b) If the property owner elects to correct a violation, prior to the expiration of the thirty-day correction commencement period, the property owner shall submit a rehabilitation plan to the director or designee for their review. The rehabilitation plan shall include the following:

(1) An in-depth statement outlining the owner's plan for remedying each of the conditions described in the notice of violation as constituting a violation of this chapter.

(2) The reasonable, expected timeline for completing any necessary corrections or repairs.

(3) Such rehabilitation plan shall be approved in writing by a director or their designee.

(c) Once the owner commences corrections or repairs, the owner shall work diligently and in good faith to ensure such corrections or repairs are completed in a timely manner. In no case shall such repairs or corrections take longer than either: (1) forty-five days from the date of the issuance of the notice of violation; or (2) thirty days from the end of the forty-five-day correction commencement period if any additional extension is granted herein.

9.24.160 - Summary abatement (immediate or emergency need).

(a) Summary abatement shall be executed in accordance with all applicable laws when a City enforcement official determines that the public nuisance constitutes an immediate and/or imminent peril to public health, safety or general welfare.

(b) Summary abatement is the abatement of the nuisance by the City, or a contractor of the City, by removal, demolition, repair or other acts with or without notice to the owner, agent or occupant of the property. The abatement shall be at the expense of the person causing, committing or maintaining the nuisance or the owner of the property on which it is occurring and shall constitute a lien against the property.

9.24.170 - Enforcement.

Except as otherwise provided herein, the director or designees shall have the authority to enforce the provisions of this chapter.

9.24.180 - Notice of Violation.

(a) The director or designee shall issue a notice directed to the record owner of the premises. The notice shall contain:

(1) The street address and such other description as is required to identify the premises.

(2) A statement specifying the conditions which constitute a violation of this chapter.

(3) A statement that administrative penalties may begin to accrue upon the expiration of the thirty-day correction commencement period if the property owner does not begin to make corrections or repairs to remedy any violations of this chapter. The statement shall state that the thirty-day correction commencement period begins on the date of the issuance of the notice of violation. The statement shall identify the date of issuance.

(4) A statement that the property owner must submit a rehabilitation plan specifying how the conditions constituting a violation of this chapter will be remedied and the expected timeline for doing so.

(5) A statement notifying the property owner that he, she, or it may request a hearing within twenty calendar days of the mailing of the notice to dispute the existence of any violation or to show cause why an administrative penalty should not be assessed in accordance with this code. The statement shall notify the property owner that the thirty-day correction commencement period shall be suspended from the date of a request for a hearing until such time as the hearing officer renders a decision. The hearing officer shall set the hearing not less than ten days nor more than thirty (30) days on which the copy of the notice of appeal was filed.

(6) A statement advising the owner that he or she has the option of voluntarily correcting the condition(s) which violate the provisions of this chapter prior to the imposition of administrative penalties. If the owner chooses to correct the conditions, the corrections must be completed prior to the expiration of the thirty-day correction completion period or any applicable, reasonable extension, whichever is later. The owner must advise the code enforcement officer in writing that he or she will correct the conditions and the date of completion, consistent with the rehabilitation plan noted herein. The code enforcement officer or designee will inspect the premises on or soon after the completion date, and if the conditions have been corrected, no administrative penalties will be assessed.

(7) A statement that any persons in violation of any provision of this chapter is chargeable of a separate offense for each day during which the violation is committed, continued, or permitted.

(8) A statement notifying the property owner that he or she or it may request an extension.

(9) The format and template of the notice described herein shall be created by the director or designee and may be updated from time to time at his or her discretion.

(b) The notice of violation, and any amended or supplemental notice, shall be served either by personal delivery or by return receipt mailing upon the record owner at his or her address as it appears on the latest equalized assessment roll of San Joaquin County, or as known to the code enforcement officer. A copy of the notice and any amended or supplemental notice shall also be posted on the building in a conspicuous place on the front of the building stating the name, address, and phone number of the owner(s) of the property that are available on public records.

9.24.190 - Opportunity for a hearing.

Hearings shall be scheduled and conducted as provided for in Chapter 1.12.030 Hearing Officer. Provided, however, a hearing officer for this Chapter 9.24 shall be appointed by the City Attorney or his/her designee. The purpose of a hearing is to allow the owner to dispute the factual findings of the violation(s). Judicial review of administrative orders issued after a hearing may be sought as provided for in Chapter 1.20 - Judicial Review Time Limits of this code and the California Code of Civil Procedure, Section 1094.5 et seq.

9.24.200 - Extensions.

The City may, upon request of the owner of the premises, grant a thirty-day extension from the expiration of the thirty-day correction completion period for good cause shown. The City may grant one extension for each property in violation of this chapter. Administrative penalties shall not accrue during the extension period. Consistent with Section 9.24.150, all requests for an extension must be in writing and submitted to the director and/or designee. Additional extensions pursuant to this Chapter are set out in Section 9.24.150.

9.24.210 - Inspection of premises.

(a) If the property owner requests a hearing, the hearing officer may, with the consent of the owner, inspect the building and premises involved in the hearing prior to, during or after the hearing, provided that:

(1) Notice of such inspection shall be given to the parties before the inspection is made;

(2) The parties are given an opportunity to be present during the inspection; and

(3) The hearing officer shall state for the record during the hearing, if requested, or file a written statement after the hearing for inclusion in the hearing record, upon completion of the inspection, the material facts observed and the conclusion drawn there from.

(b) The owner shall have a right to rebut or explain the matters stated by the hearing officer pursuant to subsection (a) either for the record during the hearing or by filing a written statement within four days after the hearing for inclusion in the hearing record.

(c) An inspection warrant or the consent of the owner(s) to inspect the building and surrounding properties is required unless such inspection can be made from areas in which the general public has access or with permission of other

persons authorized to provide access to the property on which the building is located.

9.24.220 - Administrative penalty and fees.

Any owner of a boarded building that remains in violation of this chapter beyond the correction completion period allowed for in Sections 9.24.150 or any extension as provided for herein, whichever is later, shall be liable for administrative penalties pursuant to Chapter 1.28 - Administrative Citations and Penalties.

9.24.230 - Payment of administrative penalty and fees.

(a) The City shall send a letter each and every time administrative penalties and/or fees are imposed. The administrative penalty and/or fees shall become due and payable within thirty days of the mailing of the letter notifying the property owner of the administrative penalty.

(b) If the administrative penalty is not timely paid, the City may initiate action to collect the penalty by the remedies and procedures provided for in Chapter 1.28 - Administrative Citations and Penalties of this code.

(c) An administrative penalty shall accrue interest at the same annual rate as any civil judgment. Interest shall accrue commencing on the thirty-first day following the date the penalty is due and payable as provided for in Chapter 1.28 of this code.

(d) At its election, the City may seek and/or utilize debt collectors to collect the penalties set out herein.

9.24.240 - Cumulative Remedies.

If, after the thirty (30) day correction period, the person to whom such notice is directed shall fail, neglect, or refuse to obey such notice, the director or designee may institute an appropriate action to abate such conditions on the subject premises which constitute the public nuisance, in addition to the issuance of penalty fines and fees as set forth in sections 9.24.230 and this section.

(a) All City abatement expenses, including, but not limited to, administrative costs and nuisance condition abatement costs shall be billed to the owner and shall become due and payable thirty days thereafter. The cost of such abatement shall be assessed against the property as a lien or made a personal obligation of the owner thereof.

(b) Any violation of any provision of this chapter is chargeable of a separate offense for each day during which the violation is committed, continued, or

permitted. The remedies provided in these regulations shall be cumulative and may include administrative citation pursuant to Chapter 1.16.050 of this code and/ or abatement pursuant to section 1.16.080 of this code, in addition to any other procedures provided in the City municipal code (including this Chapter 9.24), and/or by state law. Administrative action hereunder shall not prejudice or affect any other action, civil or criminal, for the maintenance of any such violation.

9.24.250 - Procedures not exclusive.

The procedures set forth herein shall not be exclusive and shall not limit or restrict the City from enforcing other City ordinances and regulations or abating public nuisances in any other manner provided by law, or from precluding the director to referring an appropriate matter to another City department or other government agency for enforcement. Nothing in this chapter shall be deemed to prevent the City Council from ordering the commencement of a civil proceeding to abate a public nuisance pursuant to applicable law or from pursuing any other remedy available under applicable law.

9.24.260 - Superseding Applicable Tracy Municipal Code Provisions.

To the extent of the sections or provisions herein contained conflict with any other provisions of the Tracy Municipal Code, this Chapter 9.24 shall control (to the extent permitted by law).

SECTION 3. The City Council determines the Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) in that projects with no potential for causing a significant effect on the environment need no further environmental review, as any proposed residential development project will require its own environmental review under CEQA.

SECTION 4. 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 5. 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.

SECTION 6. This Ordinance shall take effect 30 days after its final passage and adoption.

SECTION 7. This Ordinance shall either (1) be published once in a newspaper of general circulation, within 15 days after its final adoption, or (2) be published in summary form and posted in the City Clerk's office at least five days before the ordinance is adopted and within 15 days after adoption, with the names of the Council Members voting for and against the ordinance. (Gov't. Code §36933.)

SECTION 8. This Ordinance shall be codified in the Tracy Municipal Code.

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

The foregoing Ordinance was introduced at a regular meeting of the Tracy City Council on the 3rd day of March 2026 and finally adopted on the _____ day of____ 2026, by the following vote:

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

Date of Attestation: _____

March 17, 2026

Agenda Item 1.C

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution (1) Approving the execution of two Master Professional Services Agreements for On-Call Architectural Design Services with The KPA Group, Inc., a California Corporation, and Barry & Wynn Architects, Inc., a California Corporation, for an initial term of three years, for a total not-to-exceed amount of $900,000 per fiscal year for each agreement, 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 The KPA Group, a California Corporation, (Consultant) and Barry & Wynn Architects, Inc., a California Corporation, (Consultant) for services for on-call architectural design services. The MPSA (Attachment A and B) for each consultant will be for an initial term of three years, and for a total not-to-exceed amount of $900,000 per fiscal year, per agreement. Staff is also requesting authorization for two administrative options to extend for one-year terms, based on performance, if needed. The Consultants have been selected from an On-Call List approved pursuant to Resolution No. 2026-005.

BACKGROUND AND LEGISLATIVE HISTORY

The City of Tracy Public Works Department includes the Engineering, Utilities, Operations, Airport, and Transit Divisions, which collectively manage a variety of projects that require specialized expertise services such as Architectural Design Services outlined in the RFP. The proposed List will allow staff to increase their current workload capacity to meet the demand for delivering projects in a timely fashion.

On October 13, 2025, staff advertised an RFP in accordance with TMC Section 2.20.140 to solicit experienced and qualified consultants for On-Call Architectural Design Services. These services include project management, coordination, architectural design, and expertise in building conservation, historic preservation, sustainability, and the integration of older structures within the community. Additional services encompass design services for transit, airport, and park facilities with expertise in geotechnical investigations, mechanical, electrical, plumbing, HVAC, fire suppression design, utility location, potholing, coordination with external agencies, technical assistance with bid documents and contracts, drafting, environmental permitting, compliance documentation, report preparation, recommendations, cost estimation, and conclusion formulation.

On January 20, 2026, the City Council adopted Resolution No. 2026-005, approving the list of consulting firms for the On-Call Professional Service List, which is valid for five years. This allows the City to request future project proposals efficiently without committing the City or its budget to any specific scope of work until needs arise.

ANALYSIS

The need to utilize capable and qualified consultants for architectural design services has prompted staff to recommend that the City Council award the MPSA to the Consultants 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 for each consultant 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 $900,000 for each MPSA. Staff asks that City Council approve the two MPSAs.

FISCAL IMPACT

The cost of the work performed by the Consultants 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 is a routine operational item and does not relate to a specific City Council Strategic Priority.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution (1) Approving the execution of two Master Professional Services Agreements for On-Call Architectural Design Services with The KPA Group, Inc., a California Corporation, and Barry & Wynn Architects, Inc., a California Corporation, for an initial term of three years, for a total not-to-exceed amount of $900,000 per fiscal year for each agreement, and (2) Authorizing two administrative options to extend for a one-year term each.

Prepared by: Bernardo Bustamante, PE, Senior Civil Engineer

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 Agreements with The KPA Group, Inc., for On-Call Architectural Design Services

Attachment B – Master Professional Service Agreements with Barry & Wynn Architects, Inc., for On-Call Architectural Design Services

CITY OF TRACY
MASTER PROFESSIONAL SERVICES AGREEMENT WITH
THE KPA GROUP, INC. FOR ON-CALL ARCHITECTURAL DESIGN SERVICES

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

Recitals

A. City desires to retain Consultant to perform on-call architectural design services for *Capital Improvement Projects* as further described herein and in Exhibit A.

B. The City issued a Request for Proposals RFP for On-call Architectural Design Services. On November 7, 2025 Consultant submitted its proposal for the services to the City. Pursuant to Tracy Municipal Code Sections 2.20.140 , 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 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 March 17, 2026 pursuant to City Council Resolution _____.

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 hereto ("Services") for the City's benefit on an as-needed basis pursuant to individual approved Task Orders for services within the 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: Paul W, Powers Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit A, nor shall Consultant use or replace any subcontractor or subconsultant, without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel or subcontractor/subconsultant may result in the termination of this Agreement.

1.1 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 Engineering ("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 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.

2.1 Term. The term of this Agreement shall commence on March 3, 2026 and expire and terminate automatically on March 2, 2029 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 an additional 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.

3.1 Annual Total Not to Exceed Amount. Consultant's total compensation for all Task Orders and Services under this Agreement shall not exceed $900,000.00 ((Nine 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. 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.

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

3.2 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.

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

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

3.2.3 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.

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

3.4 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.

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

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

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

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

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

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

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

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

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

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

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

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

6. Termination.

6.1 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.

6.2 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.

6.3 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.

To City: To Consultant:

Even Marcelo, PE
City Engineer
333 Civic Center Plaza
Tracy, CA 95376)

The KPA Group, Inc.
Attn: Paul W. Powers
President
1840 Fourth Street, Suite 200
Livermore, CA 94550

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

12. Miscellaneous.

12.1 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.

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 shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

12.4 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.

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, whether or not those 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 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.

12.8 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.

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

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 shall not apply hereto.

12.11 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.

12.12 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.

12.13 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. <u>Signatures</u>. 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]

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

The KPA Group, Inc.

_____

By: Paul W. Powers
Title: President & Treasurer
Date: 2.16.2026

Federal Employer Tax ID No.94-3202960

_____

By: Matthew Evans
Title: Vice President
Date: 2/18/2026

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

EXHIBIT A Services

Services to be provided include, but are not limited to the following:

Project management and project coordination
Architectural Design
Knowledgeable of all applicable building codes, and American with Disabilities Act / Facilities
Experience in with building conservation, historic preservation, sustainability, and the interrelationship between older structures and community context
Transit, Airport and Park Facilities
Design of Mechanical, Electrical, Plumbing, HVAC, Fire Suppression, or other specialties
Geotechnical Investigations
Utility Location and Potholing
Coordination with outside agencies (Utility, Railroad, San Joaquin County, California Department of Transportation (Caltrans), etc.)
Technical assistance in the preparation of bid documents and agreements between clients and contractors
General drafting services
Environmental permitting and preparation of California Environmental Quality Act (CEQA) or National Environmental Policy Act (NEPA) compliance documents
Prepare reports that summarize observations, present recommendations, estimate costs of implementation, and make conclusions

Task 1 – Project Management. The consultant shall provide professional and technical services during the scoping and design of the project. The proposed design shall be based on alternatives recommended in Task 1 and approved by the City.

- Develop a project team and prepare the project scope of work, activities, schedule, and work plan. Define key issues and goals and coordinate responsibilities of project team members.
- Hold regular project team coordination and status meetings, prepare agenda, prepare meeting minutes and summarize action items. Meetings should be held a minimum of once a month.
- Develop a risk management plan including a risk register used for risk identification.

Task 2 – Preliminary Engineering (Conceptual Plans): The purpose of this task is to review the design concept and prepare preliminary conceptual plans that will accommodate the desired features, recommend design alternatives and determine a reliable cost estimate. Anticipated tasks include the following:

- Define and analyze the feasibility of proposed improvements, structures and features.
- Prepare draft layout plans for the proposed project alternative.
- Prepare a reliable construction cost estimate and cost saving alternatives.

Task 3 – Environmental Analysis. The project team shall determine what Environmental Analysis may be required for the project and coordinate with City staff to prepare documentation.

Task 4 – Geotechnical Evaluation. The project team shall determine what Geotechnical Investigations are required and coordinate with the City to procure geotechnical services or the project teams subconsultant or through existing City Agreements

Task 5 – Permitting. The Consultant will identify the permits that will be required on this project.

- The Consultant shall identify all agencies with permitting authority over any aspects of the project and shall maintain communication and coordination efforts with such agencies throughout all phases of the work. The consultant shall identify permitting requirements and, in conjunction with City staff, establish how these requirements will be implemented. The incorporation of all permitting requirements in preliminary engineering, final engineering and PS&E shall be accomplished during the appropriate phases of the work.
- The consultant shall prepare and assist City in preparing permit applications for and required permits. The consultant, in close coordination with the City Project Manager shall serve as the liaison between CITY and other concerned agencies.
- The consultant shall be responsible for the plan check process as needed to procure building permit from the City Building Division.

Task 6 – Reconnaissance and Field Surveys

- Define and analyze the feasibility of proposed project
- Review the existing survey/geotechnical data and determine what additional data is required (Geotechnical and Land Surveying services may arranged through the City's existing Agreements or provided by the Consultant.)
- Prepare draft layout plans for the proposed project alternatives
- Perform field reconnaissance and prepare a record of site conditions.
- Obtain and review available information relevant to each project from the City
- Perform field surveys to obtain the location of utilities and site improvements, utility poles, fire hydrants, trees and landscaping improvements, as required.
- Prepare plans and base mapping in AutoCAD format.
- Coordinate with City staff during field surveys and site reconnaissance.
- Perform potholing as needed to verify the exact location and depth of existing utilities as needed

Task 7 – Construction Documents

Prepare contract construction plans, technical specifications, and cost estimates (PS&E) associated with the project. These documents shall be suitable for public bidding. Prepare all plans using AutoCAD format in a version compatible with the City's, with 1"=20' scale for plans and profiles, and 1"=10' scale for details. Final drawings will be delivered to the City using the City border and title block, in both printed and electronic signed copies. City staff will prepare the "Boiler Plate" portion of the specifications and incorporate the Consultant's technical specification into the final bid package to be reproduced (along with the project plans) by the City. The Consultant shall submit three (3) sets of plans, technical specifications, and cost estimates at 60%, 90%, 100%, and at the Final completion stage of the project for City review. The Consultant shall incorporate the comments received after the reviews and should plan a meeting with the City staff at each submittal level to review the City's comments. Final submittal requires signed originals, AutoCAD files, and electronic files of all the PS&E documents.

At the completion of construction, consultant shall prepare Record (as-constructed) Drawings of the final project and submit those to the City in AutoCAD electronic format (on CD) and printed full size on 4 mil Mylar, 24" x 36", including all signatures and City of Tracy title blocks. These record drawings will be prepared using the AutoCAD construction drawings and the contractor's marked-up set of as-constructed drawings, and creating a "conform" set of drawings, which is turned off to produce the final as-constructed mylars.

Plans and specifications for the project shall comply with the latest editions of the City of Tracy Design Standards, Standard Plans, Parks and Streetscape Standard Plans, Standard

Specifications, and other reference standards such as the State of California Building Code, and the Standard Specification for Public Works Construction (Greenbook), and any other applicable codes.

All work for the design services must be performed under the direct supervision of a Registered Architect registered in the State of California.

The title sheet of the specifications, reports, and each sheet of the project plans shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and signature of the professional engineer responsible for their preparation.

Task 8 – Bid Period Services: Consultant shall provide clarification and information about the PS&E package during advertising and construction process. The Consultant shall assist the City in the preparation of any addenda to the PS&E during the advertising period. The consultant shall review the contractor's shop drawings, and any other submittals required. Additionally, Consultant shall be responsible for resolving any errors in the design, which are identified during construction at no additional cost to the City and in a timely manner to ensure construction delays, are avoided or minimized.

Assist in the review of contractor change order requests and assist in any redesign efforts leading up to change order preparation for the construction contract.

Answer questions, review submittals, shop drawings, and schedules required to be submitted by the construction documents, for conformance with the design plans and specifications. Review and respond to contractor's request for information (RFI) and clarifications during construction must be made within five calendar days.

- Clarification of documents during advertising and construction including preparation of any addenda
- Provide review comments and acceptance letters/memos for each of the contractor's shop drawings and any other submittals required
- Attend pre-construction meetings and take meeting notes
- Prepare plan revisions as required
- Prepare conform set of construction documents which includes all addendums

Provide Record Drawings on mylar

EXHIBIT B

Compensation

[*If billing rate sheet includes an escalator clause or states that rates are effective to a certain date –then amend Section 3 to include escalator language*]

KPA RATES: 2026-2028

Proposed billing rates for The KPA Group are as follows:

Professional Rates	2026	2027	2028
Category	**Rates**	**Rates**	**Rates**
Principal	$295	$310	$325
Project Manager	$285	$295	$310
Registered Architect or Engineer	$265	$275	$285
Designer/Technical Professional	$225	$235	$245
CAD Technician	$175	$185	$195
Administrative	$110	$115	$120

List Engineering Company
Mechanical Consultants
505 Montgomery Street #1037
San Francisco, CA 94111
415.355.1962
www.listengineering.com

List Engineering Company

Rate Schedule for the year 2026

Principal:	$255/hour
Engineer, Senior Designer:	$221/hour
Designer, CAD/Revit Operator:	$176/hour
Administrative:	$119/hour

Rate Schedule for the year 2027

Principal:	$268/hour
Engineer, Senior Designer:	$232/hour
Designer, CAD/Revit Operator:	$185/hour
Administrative:	$125/hour

Rate Schedule for the year 2028

Principal:	$281/hour
Engineer, Senior Designer:	$244/hour
Designer, CAD/Revit Operator:	$194/hour
Administrative:	$131/hour

Designing Today with Tomorrow in Mind

PHARIS ENGINEEING, PLLC
Keith A. Pharis, PE LEED AP
502-471-7963

HOURLY RATE SCHEDULE
2026-28

Principal	$ 235.00
Registered Engineer	$ 210.00
SR Designer	$ 175.00
Graduate Engineer (E.I.T.)	$ 155.00
Designers	$ 105.00
Drafter	$ 95.00
Administration	$ 60.00

7110 AUSTINWOOD ROAD, LOUISVILLE, KENTUCKY 40214
502-471-7963 ka.pharis@pharisengineering.com

Tuan and Robinson
Structural Engineers, Inc.

Eugene Y. Tuan, S.E.
Alan Robinson, S.E.
Steven F. Lew, S.E.
Tim Wilson, S.E.

Fee Schedule

Principal	$330 per hour
Associate	$270 per hour
Project Manager	$220 per hour
Project Engineer	$185 per hour
Engineer	$165 per hour
Structural Designer	$145 per hour
BIM Manager	$150 per hour
Drafter	$120 per hour
Expert Witness/Testimony Trial Deposition/Arbitration, etc.	$660 per hour (minimum ½ day)
Outside Services	Cost Plus 10%
Reimbursable Expenses	Cost Plus 10%
Travel	$0.70 per mile
Minimum Fee	$1,320.00

Effective January 2026

Tuan and Robinson • Structural Engineers, Inc.
444 Spear Street, Suite 101 • San Francisco, CA 94105 • Tel 415/957-2480 • Fax 415/957-2483

Tuan and Robinson
Structural Engineers, Inc.

Eugene Y. Tuan, S.E.
Alan Robinson, S.E.
Steven F. Lew, S.E.
Tim Wilson, S.E.

Fee Schedule

Principal	$350 per hour
Associate	$290 per hour
Project Manager	$240 per hour
Project Engineer	$200 per hour
Engineer	$175 per hour
Structural Designer	$155 per hour
BIM Manager	$155 per hour
Drafter	$130 per hour
Expert Witness/Testimony Trial Deposition/Arbitration, etc.	$660 per hour (minimum ½ day)
Outside Services	Cost Plus 10%
Reimbursable Expenses	Cost Plus 10%
Travel	$0.70 per mile
Minimum Fee	$1,400.00

Effective January 2027

Tuan and Robinson • Structural Engineers, Inc.
444 Spear Street, Suite 101 • San Francisco, CA 94105 • Tel 415/957-2480 • Fax 415/957-2483

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Fee Schedule

Principal	$350 per hour
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BIM Manager	$155 per hour
Drafter	$130 per hour
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Outside Services	Cost Plus 10%
Reimbursable Expenses	Cost Plus 10%
Travel	$0.70 per mile
Minimum Fee	$1,400.00

Effective January 2028

Tuan and Robinson • Structural Engineers, Inc.
444 Spear Street, Suite 101 • San Francisco, CA 94105 • Tel 415/957-2480 • Fax 415/957-2483

EXHIBIT C - Task Order Form

(See Attached)

[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

CITY OF TRACY
MASTER PROFESSIONAL SERVICES AGREEMENT WITH BARRY & WYNN ARCHITECTS, INC. FOR ON-CALL ARCHITECTURAL DESIGN SERVICES

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

Recitals

A. City desires to retain Consultant to perform on-call architectural design services for Capital Improvement Projects as further described herein and in Exhibit A.

B. The City issued a Request for Proposals (RFP) for On-Call Architectural Design Services. On November 7, 2025, Consultant submitted its proposal for the services to the City. Pursuant to Tracy Municipal Code Sections 2.20.140 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 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 March 17, 2026 pursuant to City Council Resolution _____.

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 hereto ("Services") for the City's benefit on an as-needed basis pursuant to individual approved Task Orders for services within the 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: Steven Wynn, AIA. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit A, nor shall Consultant use or replace any subcontractor or subconsultant, without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel or subcontractor/subconsultant may result in the termination of this Agreement.

1.1 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 Engineering ("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 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.

2.1 Term. The term of this Agreement shall commence on March 3, 2026 and expire and terminate automatically on March 2, 2029 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.

3.1 Annual Total Not to Exceed Amount. Consultant's total compensation for all Task Orders and Services under this Agreement shall not exceed $900,0000.00 (Nine 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. 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.

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

3.2 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.

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

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

3.2.3 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.

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

3.4 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.

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

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

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

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

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

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

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

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

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

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

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

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

6. Termination.

6.1 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.

6.2 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.

6.3 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.

To City:	To Consultant:
Even Marcelo, PE	Barry & Wynn Architects, Inc.

City Engineer
333 Civic Center Plaza
Tracy, CA 95376)

Attn: Steven Wynn, AIA
CFO
379 Hartz Avenue
Danville, CA 94526

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

12. Miscellaneous.

12.1 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.

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 shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

12.4 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.

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, whether or not those 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 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.

12.8 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.

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

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 shall not apply hereto.

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

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

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
Barry & Wynn Architects, Inc., a California corporation

_____
By: Steven Wynn, AIA
Title: CFO
Date: 2-13-26

Federal Employer Tax ID No. 68-0457271

_____
By: Blair Barry, AIA
Title: CEO
Date: Feb. 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.)
C	Task Order Form

EXHIBIT A Services

Services to be provided include, but are not limited to the following:

Project management and project coordination
Architectural Design
Knowledgeable of all applicable building codes, and American with Disabilities Act / Facilities
Experience in with building conservation, historic preservation, sustainability, and the interrelationship between older structures and community context
Transit, Airport and Park Facilities
Design of Mechanical, Electrical, Plumbing, HVAC, Fire Suppression, or other specialties
Geotechnical Investigations
Utility Location and Potholing
Coordination with outside agencies (Utility, Railroad, San Joaquin County, California Department of Transportation (Caltrans), etc.)
Technical assistance in the preparation of bid documents and agreements between clients and contractors
General drafting services
Environmental permitting and preparation of California Environmental Quality Act (CEQA) or National Environmental Policy Act (NEPA) compliance documents
Prepare reports that summarize observations, present recommendations, estimate costs of implementation, and make conclusions

Task 1 – Project Management. The consultant shall provide professional and technical services during the scoping and design of the project. The proposed design shall be based on alternatives recommended in Task 1 and approved by the City.

- Develop a project team and prepare the project scope of work, activities, schedule, and work plan. Define key issues and goals and coordinate responsibilities of project team members.
- Hold regular project team coordination and status meetings, prepare agenda, prepare meeting minutes and summarize action items. Meetings should be held a minimum of once a month.
- Develop a risk management plan including a risk register used for risk identification.

Task 2 – Preliminary Engineering (Conceptual Plans): The purpose of this task is to review the design concept and prepare preliminary conceptual plans that will accommodate the desired features, recommend design alternatives and determine a reliable cost estimate. Anticipated tasks include the following:

- Define and analyze the feasibility of proposed improvements, structures and features.
- Prepare draft layout plans for the proposed project alternative.
- Prepare a reliable construction cost estimate and cost saving alternatives.

Task 3 – Environmental Analysis. The project team shall determine what Environmental Analysis may be required for the project and coordinate with City staff to prepare documentation.

Task 4 – Geotechnical Evaluation. The project team shall determine what Geotechnical

Investigations are required and coordinate with the City to procure geotechnical services or the project teams subconsultant or through existing City Agreements

Task 5 – Permitting. The Consultant will identify the permits that will be required on this project.

- The Consultant shall identify all agencies with permitting authority over any aspects of the project and shall maintain communication and coordination efforts with such agencies throughout all phases of the work. The consultant shall identify permitting requirements and, in conjunction with City staff, establish how these requirements will be implemented. The incorporation of all permitting requirements in preliminary engineering, final engineering and PS&E shall be accomplished during the appropriate phases of the work.
- The consultant shall prepare and assist City in preparing permit applications for and required permits. The consultant, in close coordination with the City Project Manager shall serve as the liaison between CITY and other concerned agencies.
- The consultant shall be responsible for the plan check process as needed to procure building permit from the City Building Division.

Task 6 – Reconnaissance and Field Surveys

- Define and analyze the feasibility of proposed project
- Review the existing survey/geotechnical data and determine what additional data is required (Geotechnical and Land Surveying services may arranged through the City's existing Agreements or provided by the Consultant.)
- Prepare draft layout plans for the proposed project alternatives
- Perform field reconnaissance and prepare a record of site conditions.
- Obtain and review available information relevant to each project from the City
- Perform field surveys to obtain the location of utilities and site improvements, utility poles, fire hydrants, trees and landscaping improvements, as required.
- Prepare plans and base mapping in AutoCAD format.
- Coordinate with City staff during field surveys and site reconnaissance.
- Perform potholing as needed to verify the exact location and depth of existing utilities as needed

Task 7 – Construction Documents

Prepare contract construction plans, technical specifications, and cost estimates (PS&E) associated with the project. These documents shall be suitable for public bidding. Prepare all plans using AutoCAD format in a version compatible with the City's, with 1"=20' scale for plans and profiles, and 1"=10' scale for details. Final drawings will be delivered to the City using the City border and title block, in both printed and electronic signed copies. City staff will prepare the "Boiler Plate" portion of the specifications and incorporate the Consultant's technical specification into the final bid package to be reproduced (along with the project plans) by the City. The Consultant shall submit three (3) sets of plans, technical specifications, and cost estimates at 60%, 90%, 100%, and at the Final completion stage of the project for City review. The Consultant shall incorporate the comments received after the reviews and should plan a meeting with the City staff at each submittal level to review the City's comments. Final submittal requires signed originals, AutoCAD files, and electronic files of all the PS&E documents.

At the completion of construction, consultant shall prepare Record (as-constructed) Drawings of the final project and submit those to the City in AutoCAD electronic format (on CD) and printed full size on 4 mil Mylar, 24" x 36", including all signatures and City of Tracy title blocks. These record drawings will be prepared using the AutoCAD construction drawings and the contractor's

marked-up set of as-constructed drawings, and creating a "conform" set of drawings, which is turned off to produce the final as-constructed mylars.

Plans and specifications for the project shall comply with the latest editions of the City of Tracy Design Standards, Standard Plans, Parks and Streetscape Standard Plans, Standard Specifications, and other reference standards such as the State of California Building Code, and the Standard Specification for Public Works Construction (Greenbook), and any other applicable codes.

All work for the design services must be performed under the direct supervision of a Registered Architect registered in the State of California.

The title sheet of the specifications, reports, and each sheet of the project plans shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and signature of the professional engineer responsible for their preparation.

Task 8 – Bid Period Services: Consultant shall provide clarification and information about the PS&E package during advertising and construction process. The Consultant shall assist the City in the preparation of any addenda to the PS&E during the advertising period. The consultant shall review the contractor's shop drawings, and any other submittals required. Additionally, Consultant shall be responsible for resolving any errors in the design, which are identified during construction at no additional cost to the City and in a timely manner to ensure construction delays, are avoided or minimized.

Assist in the review of contractor change order requests and assist in any redesign efforts leading up to change order preparation for the construction contract.

Answer questions, review submittals, shop drawings, and schedules required to be submitted by the construction documents, for conformance with the design plans and specifications. Review and respond to contractor's request for information (RFI) and clarifications during construction must be made within five calendar days.

- Clarification of documents during advertising and construction including preparation of any addenda
- Provide review comments and acceptance letters/memos for each of the contractor's shop drawings and any other submittals required
- Attend pre-construction meetings and take meeting notes
- Prepare plan revisions as required
- Prepare conform set of construction documents which includes all addendums

Provide Record Drawings on mylar

EXHIBIT B

Compensation

Architect:
Barry & Wynn Architects

Consultant Name and Title		2025	2026	2027	2028
Steven Wynn, Project Architect		$ 270	$ 280	$ 290	$ 300
Patricia Stenger, Staff Architect		$ 195	$ 205	$ 215	$ 225
Rod Sepulveda, Senior Project Manager		$ 195	$ 205	$ 215	$ 225
Jaime Poe, Job Captain		$ 158	$ 166	$ 174	$ 182
Roandrick Soriega , CAD Technician		$ 158	$ 166	$ 174	$ 182
Administrator		$ 105	$ 110	$ 115	$ 120

Other Expenses:

All outside expenses will be billed at actual Cost plus 15%, including:
Delivery Service, Reproduction, Mileage – Auto, Travel & Expenses
All Subconsultant fees will be billed at actual cost plus 10% up to $2,500 per Task Order.
All outside Agency fees will be billed at actual cost plus 10%

Structural Engineer:
PASE

Consultant Name and Title		2025	2026	2027	2028
Principal		$ 265	$ 270	$ 280	$ 285
Associate		$ 235	$ 240	$ 250	$ 255
Senior Project Manager		$ 225	$ 230	$ 240	$ 245
Senior Structural Engineer		$ 225	$ 230	$ 240	$ 245
Project Manager 3		$ 215	$ 220	$ 230	$ 235
Senior Project Engineer 3		$ 215	$ 220	$ 230	$ 235
Assistant Engineer 3		$ 160	$ 165	$ 175	$ 180
Engineer Technician		$ 125	$ 130	$ 140	$ 145
Senior BIM Technical Manager		$ 205	$ 210	$ 220	$ 225
Senior BIM Technician 2		$ 180	$ 185	$ 195	$ 200
BIM Technician 3		$ 155	$ 160	$ 170	$ 175

Other Services

Sub-Consultants, Special Equipment, Reproductions, Materials, and Other Outside Charges ..... AT COST + 15%
Court Appearances / Depositions (4 hrs. min.) ..... $ 350 per hour
Vehicle Transportation ..... $ 0.67 per mile

Cost Estimator Consultant:
Leland Saylor Associates

Consultant Name and Title	2024	2025	2026	2027	2028
Jeff Saylor - Principal	$ 262	$ 273	$ 284	$ 295	$ 307
Director of Pre-Construction	$ 233	$ 242	$ 252	$ 262	$ 272
Senior Project Manager	$ 206	$ 214	$ 223	$ 232	$ 241
Senior MEP Estimator	$ 206	$ 214	$ 223	$ 232	$ 241
Senior Estimator	$ 200	$ 208	$ 216	$ 225	$ 234
Estimator II	$ 174	$ 181	$ 188	$ 196	$ 204
Estimator I	$ 140	$ 146	$ 152	$ 158	$ 164
Senior Scheduler	$ 206	$ 214	$ 223	$ 232	$ 241
Scheduler	$ 174	$ 181	$ 188	$ 196	$ 204
Technical Services	$ 130	$ 135	$ 140	$ 146	$ 152

Other Expenses:

Deposition, Mediation, Arbitration, or Trial Fee:
Reimbursable (lodging, travel, reproduction, Mileage @ IRS mileage rate, per diem, etc.) - At Cost
Consultants - Cost plus 5%

CASp Consultant:
Cal Accessibility

Consultant Name and Title		2025	2026	2027	2028
Bassam Altwal , CASp - Consulting w/ travel time		$ 295	$ 339	$ 339	$ 390
Bassam Altwal , CASp - Legal Depositions		$ 360	$ 414	$ 414	$ 476
Bassam Altwal , CASp - Trial Testimony		$ 395	$ 454	$ 454	$ 522
Data Entry		$ 90	$ 104	$ 104	$ 120
Administration		$ 90	$ 104	$ 104	$ 120

EXHIBIT C - Task Order Form

(See Attached)

[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- _____

---

(1) APPROVING THE EXECUTION OF A MASTER PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL ARCHITECTURAL DESIGN SERVICES WITH THE KPA GROUP, INC., A CALIFORNIA CORPORATION, FOR AN INITIAL TERM OF THREE YEARS, FOR A TOTAL NOT-TO-EXCEED AMOUNT OF $900,000 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, Facilities projects, and Transit projects requiring specialized professional services; and

WHEREAS, on October 13, 2025, the City issued a Request for Proposals (RFP) for On-Call Architectural Design Services; and

WHEREAS, the requested services include project management, coordination, architectural design, and expertise in building conservation, historic preservation, sustainability, and the integration of older structures within the community. Additional services encompass design services for transit, airport, and park facilities with expertise in geotechnical investigations, mechanical, electrical, plumbing, HVAC, fire suppression design, utility location, potholing, coordination with external agencies, technical assistance with bid documents and contracts, drafting, environmental permitting, compliance documentation, report preparation, recommendations, cost estimation, and conclusion formulation; and

WHEREAS, on November 7, 2025, the City received 11 proposals to provide the required services, as shown below:

- Architecture Plus, Inc. (API), of Modesto, California
- Barry & Wynn Architects, Inc., of Danville, California
- COAR Design Group, of Santa Rosa, California
- CSHQA, Inc., of Sacramento, California
- DAHLIN Group, Inc., of Pleasanton, California
- Interactive Resources, Inc., of Richmond, California

- LDA Partners, Inc., Stockton, California
- NJ Associates, Inc. (NJA Architecture), of Lodi, California
- NORR Associates, Inc., Sacramento, California
- Studio C, of Walnut Creek, California
- The KPA Group, of Livermore, California; and

WHEREAS, the City's Consultant Selection Committee concluded that all 11 consulting firms have the skills, experience, competence, professional qualifications, and certifications necessary to deliver the services requested by the City, and therefore recommends placing all of them on the List for five years; and

WHEREAS, on January 20, 2026, the City Council adopted Resolution No. 2026-005 approving the eleven 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 infrastructure projects; and

WHEREAS, the need to utilize a capable and qualified consultant for architectural design services has prompted staff to recommend that the City Council award a Master Professional Services Agreement (MPSA) to the Consultants to assist with engineering projects as staff has successfully worked with the Consultants 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 $900,000; 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; 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 transportation and well-designed facility 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 a Master Professional Service Agreement for On-Call Architectural Design Services with The KPA Group, Inc. for an initial term of three years, and for a total-not to-exceed amount of $900,000 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 City Council on the 17th day of March 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

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2026- _____

---

(1) APPROVING THE EXECUTION OF A MASTER PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL ARCHITECTURAL DESIGN SERVICES WITH BARRY & WYNN ARCHITECTS, INC., A CALIFORNIA CORPORATION, FOR AN INITIAL TERM OF THREE YEARS, FOR A TOTAL NOT-TO-EXCEED AMOUNT OF $900,000 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, Facilities projects, and Transit projects requiring specialized professional services; and

WHEREAS, on October 13, 2025, the City issued a Request for Proposals (RFP) for On-Call Architectural Design Services; and

WHEREAS, the requested services include project management, coordination, architectural design, and expertise in building conservation, historic preservation, sustainability, and the integration of older structures within the community. Additional services encompass design services for transit, airport, and park facilities with expertise in geotechnical investigations, mechanical, electrical, plumbing, HVAC, fire suppression design, utility location, potholing, coordination with external agencies, technical assistance with bid documents and contracts, drafting, environmental permitting, compliance documentation, report preparation, recommendations, cost estimation, and conclusion formulation; and

WHEREAS, on November 7, 2025, the City received 11 proposals to provide the required services, as shown below:

- Architecture Plus, Inc. (API), of Modesto, California
- Barry & Wynn Architects, Inc., of Danville, California
- COAR Design Group, of Santa Rosa, California
- CSHQA, Inc., of Sacramento, California
- DAHLIN Group, Inc., of Pleasanton, California
- Interactive Resources, Inc., of Richmond, California

- LDA Partners, Inc., Stockton, California
- NJ Associates, Inc. (NJA Architecture), of Lodi, California
- NORR Associates, Inc., Sacramento, California
- Studio C, of Walnut Creek, California
- The KPA Group, of Livermore, California; and

WHEREAS, the City's Consultant Selection Committee concluded that all 11 consulting firms have the skills, experience, competence, professional qualifications, and certifications necessary to deliver the services requested by the City, and therefore recommends placing all of them on the List for five years; and

WHEREAS, on January 20, 2026, the City Council adopted Resolution No. 2026-005 approving the eleven 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 infrastructure projects; and

WHEREAS, the need to utilize a capable and qualified consultant for architectural design services has prompted staff to recommend that the City Council award a Master Professional Services Agreement (MPSA) to the Consultants to assist with engineering projects as staff has successfully worked with the Consultants 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 $900,000; 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; 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 transportation and well-designed facility 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 a Master Professional Service Agreement for On-Call Architectural Design Services with Barry & Wynn Architects, Inc. for an initial term of three years, and for a total not to-exceed amount of $900,000 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 City Council on the 17th day of March 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

March 17, 2026

Agenda Item 1.D

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution Adding Annexed Unincorporated Territories to the Nearest Existing Council Election District Pursuant to Elections Code Section 21603(a).

EXECUTIVE SUMMARY

The City of Tracy completed the primary aspects of the districting process with the adoption of an Ordinance for by-district elections on February 3, 2026. Elections Code Section 21603 (a) requires that the City Council add annexed unincorporated territory to the nearest existing Council district without changing the boundaries of other Council district boundaries, unless other conditions are met. The City annexed unincorporated territories after the Tracy City Council Election Districts Map was selected and staff recommends that the City Council add these new territories the nearest existing Council election district pursuant to Elections Code Section 21603(a).

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 21603 states:

"(a) If the boundaries of a city expand by the addition of new territory, including through annexation of unincorporated territory or consolidation with another city, the council shall add that new territory to the nearest existing council district without changing the boundaries of other council district boundaries.

(b) Notwithstanding subdivision (a), the council may adopt new boundaries for each council district pursuant to Chapter 2 (commencing with Section 21100) if the boundaries of the city expand by the addition of new territory and if both of the following conditions are met:

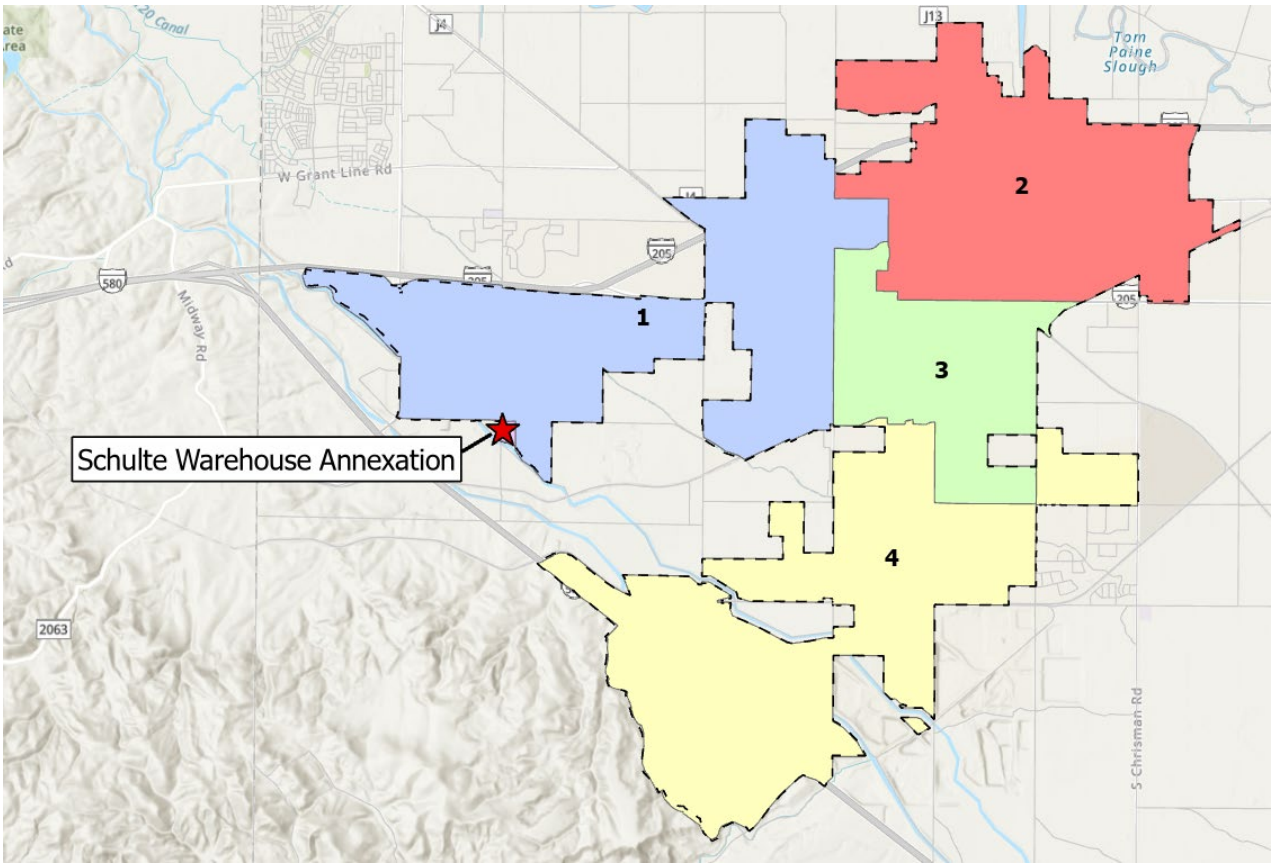
(1) There are more than four years until the council is next required to redistrict pursuant to Section 21601.

(2) The population of the new territory being annexed or consolidated is greater than 25 percent of the city's population, as determined by the most recent federal decennial census."

The City of Tracy annexed the following unincorporated territories, effective on the dates shown below:

Address	Assessor's Parcel Number (APN)	Certificate of Completion
16286 West Schulte Road Tracy, CA 95377 (Schulte Road Warehouse Project)	209-230-25	January 27, 2026
16310 West Schulte Road Tracy, CA 95377 (Schulte Road Warehouse Project)	209-230-26	January 27, 2026

As shown in the image below, District 1 is the closest Council election district to the annexed unincorporated territories listed above. Accordingly, staff recommends that the territories listed above be added to District 1 as the nearest existing Council election district without changing the boundaries of other Council election district boundaries, pursuant to Elections Code Section 21603(a).



Elections Code Section 21603(b) does not apply to the annexed unincorporated territories listed above as both required conditions have not been met. Although redistricting will occur in approximately four years as required by Elections Code Section 21601 following the federal decennial census in 2030, the territories identified above do not have a population, either separately or in the aggregate, greater than 25 percent of the City's population (93,000) as determined by the most recent federal decennial census because the 2020 census block containing the territories has a total population of 10 (approximately 0.01075% of the City's population according to the 2020 federal census).

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 Adding Annexed Unincorporated Territories to the Nearest Existing Council Election District Pursuant to Elections Code Section 21603(a).

Prepared by: April B. A. Quintanilla, City Clerk

Reviewed by: Arturo M. Sanchez, Assistant City Manager
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. _____

ADDING ANNEXED UNINCORPORATED TERRITORIES TO THE NEAREST EXISTING COUNCIL ELECTION DISTRICT PURSUANT TO ELECTIONS CODE SECTION 21603(a)

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 21603 states:

"(a) If the boundaries of a city expand by the addition of new territory, including through annexation of unincorporated territory or consolidation with another city, the council shall add that new territory to the nearest existing council district without changing the boundaries of other council district boundaries.

(b) Notwithstanding subdivision (a), the council may adopt new boundaries for each council district pursuant to Chapter 2 (commencing with Section 21100) if the boundaries of the city expand by the addition of new territory and if both of the following conditions are met:

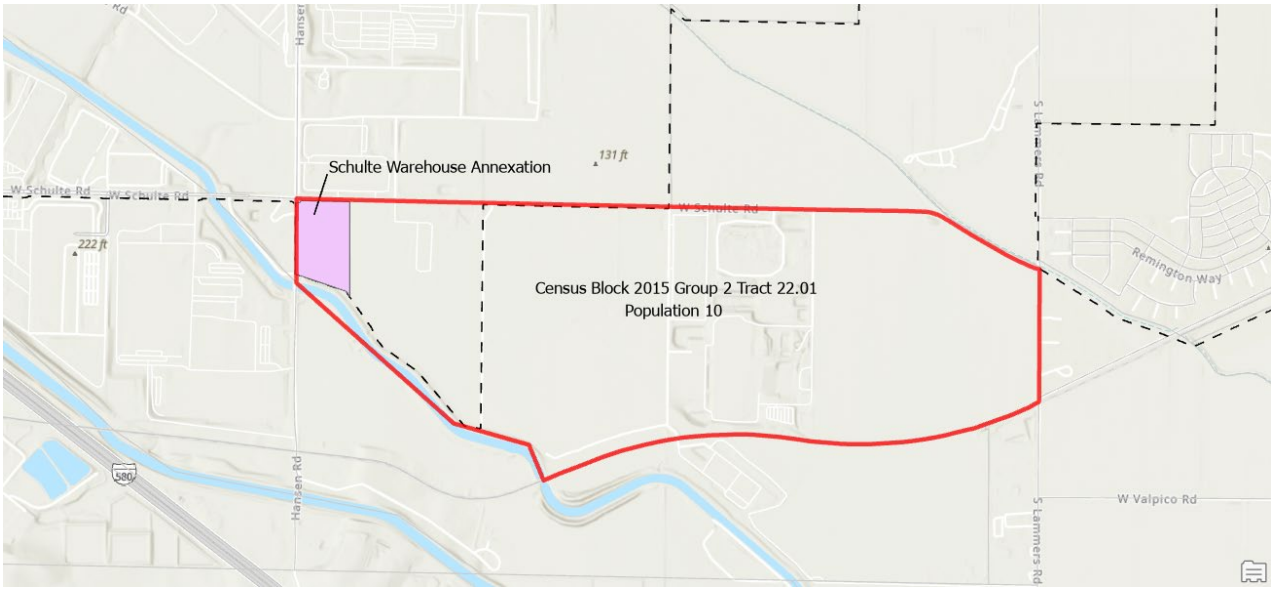
(1) There are more than four years until the council is next required to redistrict pursuant to Section 21601.

(2) The population of the new territory being annexed or consolidated is greater than 25 percent of the city's population, as determined by the most recent federal decennial census."

WHEREAS, the City of Tracy annexed the following unincorporated territories on the dates shown below; and

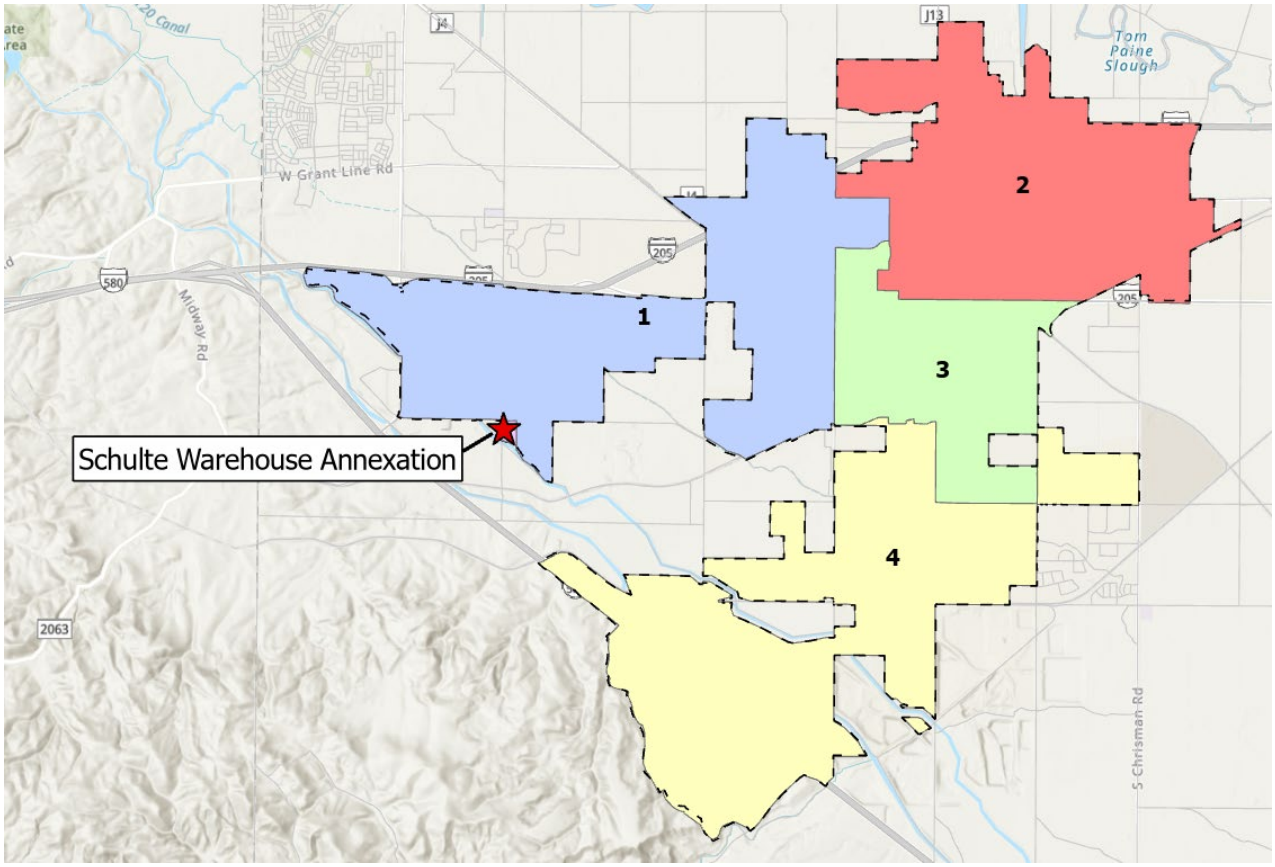
Address	Assessor's Parcel Number (APN)	Certificate of Completion
16286 West Schulte Road Tracy, CA 95377 (Schulte Road Warehouse Project)	209-230-25	January 27, 2026
16310 West Schulte Road Tracy, CA 95377 (Schulte Road Warehouse Project)	209-230-26	January 27, 2026

WHEREAS, Elections Code Section 21603(b) does not apply to the annexed unincorporated territories listed above as both required conditions have not been met. Although redistricting will occur in approximately four years as required by Elections Code Section 21601 following the federal decennial census in 2030, the territories identified above do not have a population, either separately or in the aggregate, greater than 25 percent of the City's population (93,000) as determined by the most recent federal decennial census because the 2020 census block containing the territories has a total population of 10 (approximately 0.01075% of the City's population according to the 2020 federal census) (see image below); now, therefore, be it



RESOLVED: That the following unincorporated territories annexed by the City of Tracy are hereby added to the nearest existing Council election district without changing the boundaries of other Council election district boundaries, pursuant to Elections Code Section 21603(a) as follows:

Address	Assessor's Parcel Number (APN)	Council Election District
16286 West Schulte Road Tracy, CA 95377 (Schulte Road Warehouse Project)	209-230-25	District 1
16310 West Schulte Road Tracy, CA 95377 (Schulte Road Warehouse Project)	209-230-26	District 1



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

The foregoing Resolution 2026-_____ was adopted by the Tracy City Council on the 17th day of March, 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

March 17, 2026

Agenda Item 1.E

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution:

1. **Authorizing the execution of Amendment No. 2 to the General Services Agreement with Calgon Carbon for Capital Improvement Project (CIP) No. 75126, Filter Media Replacement, at the John Jones Water Treatment Plant, increasing the total not-to-exceed contract amount to $2,711,806, and**
2. **Approving a retroactive effective date of February 1, 2025.**

EXECUTIVE SUMMARY

The proposed Amendment No. 2 to the General Services Agreement with Calgon Carbon Corporation is necessary for the completion of CIP 75126 Filter Media Replacement at the John Jones Water Treatment Plant, performed by Calgon Carbon. The total amount of the contract (Not-to-Exceed) must be increased by approximately $60,000 to account for applicable sales tax that was inadvertently omitted from the cost of certain materials required for the project. Staff are further requesting that the approval of the funding be retroactively set to February 1, 2025, in order to pay for the materials by invoice.

Sufficient funds are available within the Fiscal Year 2025/26 Water Treatment Plant Operations and Maintenance Budget, and no additional appropriations are required.

BACKGROUND AND LEGISLATIVE HISTORY

The John Jones Water Treatment Plant (JJWTP) has the capacity to treat up to 30 million gallons per day (MGD) of potable water through six filters, with three filters on each side rated at 15 MGD. This project replaced three of the six filters and underdrains at the treatment plant. The filter media replacement project is a critical maintenance effort to ensure continued compliance with regulatory requirements and to maintain reliable water treatment operations.

On November 19, 2024, the City Council awarded Calgon Carbon Corporation the contract for CIP No. 75126, Filter Media Replacement at the JJWTP, in a not-to-exceed amount of $1,206,475, with a contract term ending February 28, 2026 (Resolution No. 2024-199).

On April 1, 2025, City Council approved Amendment No. 1 to the Agreement, increasing the not-to-exceed amount to $2,651,806 and approving a retroactive effective date of February 1, 2025, to allow for the timely procurement of materials and continued project progress (Resolution 2025-064).

ANALYSIS

On January 16, 2026, following receipt of final project invoices, Calgon Carbon Corporation notified the City that applicable sales tax—estimated at approximately $60,000—had been inadvertently omitted from the pricing of certain materials required for the project. This omission was not identified earlier in the project and was discovered during final invoice reconciliation.

Amendment No. 2 increases the total not-to-exceed contract amount from $2,651,806 to $2,711,806 to cover the omitted sales tax. Approval of this amendment ensures full and accurate payment for project materials already procured and installed, allowing for proper closeout of the project.

The amendment maintains the previously approved retroactive effective date of February 1, 2025, consistent with Amendment No. 1.

FISCAL IMPACT

The additional cost of approximately $60,000 will be funded from the Fiscal Year 2025/26 Water Treatment Plant Operations and Maintenance Budget (Fund 511). Sufficient funds are available, and no additional appropriations are required.

CEQA DETERMINATION

The project is for the removal and replacement of filter underdrains in three of the six filters at the John Jones Water Treatment Plant and approval of it will not result in the physical change in the environment, therefore this action is not considered as a project defined by Section 21065 of the Public Resources Code. The approval of this contract and completion of this work is also exempt from CEQA review under CEQA Guidelines Section 15301 as repairs to an existing facility.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution:

1. Authorizing the execution of Amendment No. 2 to the General Services Agreement with Calgon Carbon for Capital Improvement Project (CIP) No. 75126, Filter Media Replacement, at the John Jones Water Treatment Plant, increasing the total not-to-exceed contract amount to $2,711,806, and
2. Approving a retroactive effective date of February 1, 2025.

Prepared by: Lea Emmons, Water Operation Superintendent
Tu Nguyen, Management Analyst II

Reviewed by: Stephanie Reyna-Hiestand, Assistant Director of Utilities
Anush Nejad, Public Works Director
Sara Castro, Director of Finance
L. David Nefouse, City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

Attachments:
A – Amendment No. 2 with Calgon Carbon
B – Resolution 2024-199
C – Resolution 2025-064

Amendment No. 2
General Services Agreement – Calgon Carbon, A Delaware Corporation

This Amendment No. 2 (**Amendment**) to the General Services Agreement entered between the City of Tracy, a municipal corporation (**City**), and Calgon Carbon, a Delaware Corporation (**Contractor**) dated November 19, 2024 (**Agreement**). City and Contractor are referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

A. The City and Contractor entered into a General Service Agreement for CIP 75126 Filter Media Replacement at the John Jones Water Treatment Plant (JJWTP), which was executed pursuant to the authority granted in Resolution No. 2024-199, approved by the Tracy City Council on November 19, 2024, and subsequently amended by Amendment No. 1 with Resolution No. 2025-064 on April 1, 2025.

B. Amendment No. 1 addressed the replacement of failed filter underdrains in Filters 4, 5, and 6, which were no longer performing to regulatory standards and required replacement with underdrains consistent with the 2008 Engineered Drawings.

C. Following execution of Amendment No. 1, it was discovered that applicable sales tax for certain materials was inadvertently omitted from the contract cost.

D. The Parties desire to further amend the Agreement through this Amendment No. 2 to increase the not-to-exceed amount by $60,000 to account for the omitted tax, with all other terms and conditions remaining unchanged.

E. This Amendment is approved pursuant to Resolution 2026 - _____ adopted by the Tracy City Council on _____.

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

A. **Terms of Amendment**

A. Section 3, Compensation

Subsection 3.1 of Section 3 is hereby amended to read as follows: "Contractor's total compensation under this Agreement shall not exceed $1,206,475 by January 31, 2025. Effective February 1, 2025, Contractor's total compensation under this Agreement shall not exceed $2,711,806. 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."

B. "Exhibit B-1" is hereby modified to include the costs associated with the additional task in the amount of $2,651,806 for a total not-to-exceed proposal amount of $2,711,806.

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 the Parties hereto. This Amendment may not be modified or altered except through 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: _____

Title:

Date: _____

Attest:

By: _____
April B.A. Quintanilla, City Clerk

Approved as to form.

By: _____
David Nefouse, City Attorney

Calgon Carbon, a Delaware corporation

By: _____
Jacob Blake

Title: DWS Project Manager

Date: 02/23/2026

Federal Tax Employer ID No.
250530110

By: _____
Jeremy J. Jones

Title: DWS Project Manager

Date: 02/23/2026

Exhibit B-2 - COMPENSATION

Contractor's total compensation under this Agreement shall not exceed $1,206,475 by January 31, 2025. Effective February 1, 2025, Contractor's total compensation under this Agreement shall not exceed $2,711,806. 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.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2024-199

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1) APPROVING THE EXECUTION OF A GENERAL SERVICES AGREEMENT WITH CALGON CARBON, A DELAWARE CORPORATION, FOR CAPITAL IMPROVEMENT PROJECT NO. 75126, FOR REMOVAL AND REPLACEMENT OF GRANULAR ACTIVATED CARBON FOR THE JOHN JONES WATER TREATMENT PLANT FOR A SIXTEEN-MONTH TERM IN A TOTAL NOT-TO-EXCEED AMOUNT OF$1,206,478; AND
2) REJECTING CARBON ACTIVATED CORPORATION'S BID AS NON-RESPONSIVE

WHEREAS, the JJWTP has the capacity to treat up to thirty (30) million gallons a day (mgd) of water and a part of the water treatment process, the water flows through six (6) filters containing media; and

WHEREAS, the media in these filters must be refurbished or replaced on a regular cycle to ensure the City is meeting water quality standards and providing the output required to fulfill City demand; and

WHEREAS, the City needs to engage the services of qualified and experienced contractors to provide the labor and materials required to remove and replace this filter media in order to meet water quality standards; and

WHEREAS, Capital Improvement Project (CIP) 75126 was initially funded to remove and replace three (3) of the six (6) filters for an estimated $692,006; and

WHEREAS, due to the visible signs of wear, in the fall of 2023, a technical study was performed on the filter media under a Master Professional Services Agreement with Carollo Engineers, to determine if there was an issue with the media along with possible cause and solution; and

WHEREAS, per the results of the technical study, it was identified that the media in all six (6) filters was beyond useful life; and

WHEREAS, on August 14, 2024, staff followed established procedures, in accordance with Tracy Municipal Code 2.20.180, and issued a Notice Inviting Bids (NIB) for this service on all six (6) filters; and

WHEREAS, prior to the deadline, the City received two (2) proposals of which the review committee determined that only Calgon Carbon (Calgon) met all required specifications in the NIB and was responsive; and

WHEREAS, Calgon was the lowest responsive and qualified bidder and has the expertise and experience required to provide the necessary and desired services; and

WHEREAS, the second bidder, Carbon Activated Corporation's proposal did not meet the required specification in the NIB and is considered non-responsive; and

WHEREAS, staff negotiated a General Service Agreement (GSA) with Calgon for removal of all current filter media in six (6) filters and replace it with new domestically produced and sourced granular activated carbon (GAC), per specifications, while obeying all rules and regulations of local, State, and Federal regulation at the JJWTP for a sixteen month term and a total not to exceed amount of $1,206,478; and

WHEREAS, on October 22, 2024, staff requested the Finance Committee to recommend to City Council an appropriation of an additional $514,472 to be allocated for the Water Reserve Fund (511) to CIP 75126 to provide the services for all six (6) filters in the First Quarter Budget update; and

WHEREAS, the Finance Committee is requesting the City Council to adopt a resolution amending the City's Operating and Capital Budget for the Fiscal Year ending June 30, 2025 augmenting the existing budget to provide funds needed for this project in a separate agenda item presented at the Council Meeting today; and

WHEREAS, staff acknowledges that adoption of this Resolution approving the execution of the GSA is contingent upon City's Council adoption of the former Resolution allowing allocation of required funds to this CIP; and

WHEREAS, in this item staff is requesting that City Council authorize the execution of a General Services Agreement with Calgon, in the form attached as Exhibit 1, for a sixteen-month term with a total not-to-exceed amount of $1,206,478 to provide the services required to meet water quality standards; and

WHEREAS, the cost of the services provided by Calgon will be accounted for in CIP 75126; and

WHEREAS, the proposed contract is for the removal and replacement of filter media at the John Jones Water Treatment Plant and approval of it will not result in the physical change in the environment, therefore this action is not considered as a project defined by Section 21065 of the Public Resources Code; 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 of the City of Tracy, hereby approves the General Services Agreement with Calgon Carbon, a Delaware Corporation, as attached as Exhibit 1, for Capital Improvement Project No. 75126 for a one year and four-month term in a not-to-exceed amount of $1,206,478, except that such approval is subject to the City Council's

approval of an updated Operating and Capital Budget for the Fiscal Year ending June 30, 2025, per Resolution 2024-199; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy, hereby rejects Carbon Activated Corporation's bid as non-responsive; and be it

FURTHER RESOLVED: That the City Council finds that the actions taken herein are not considered as a Project as defined by Section 21065 of the Public Resource Code and are exempt from the requirements of CEQA (California Environment Quality Act).

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

The foregoing Resolution 2024-199 was adopted by the Tracy City Council on November 19, 2024, 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:
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

EXHIBIT 1: General Services Agreement with Calgon Carbon

CITY OF TRACY
GENERAL SERVICES AGREEMENT WITH
John Jones Water Treatment Plant Filter Media Replacement CIP 75126

This General Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Calgon Carbon, a Delaware Corporation (**Contractor).** City and Contractor are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain Contractor to perform media filter replacement services at the John Jones Water Treatment Plant as further described in Exhibit A.

B. On August 14, 2024, the City issued a Notice Inviting Bids (NIB) for John Jones Water Treatment Plant Filter Media Replacement CIP 75126 (**Project**) pursuant to Tracy Municipal Code 2.20.180. On September 5, 2024, Contractor submitted its proposal for the Project to the City. City has determined that Contractor possesses the skills, experience, and certifications 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. 2024-____ approved by Tracy City Council on November 19, 2024.

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: Ben Goecke. 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.

1.1 Non-Exclusive Agreement. The City reserves the right to contract with other consultants providing the same or similar scope of services described above during the term of this Agreement. The City further reserves the right to assign work, at its sole discretion, to contractors other than Contractor based on the City's budget, experience, and skills of the contractors 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. Contractor shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be started and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Contractor. Contractor shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

2.1 Term. The term of this Agreement shall begin on November 19, 2024, and end on February 28, 2026, unless terminated in accordance with Section 6.

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

3.1 Not to Exceed Amount. Contractor's total compensation under this Agreement shall not exceed $1,206,478 total. 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:

Director of Public Works
520 S. Tracy Blvd
Tracy, CA 95376
publicworks@cityoftracy.org

To Contractor:

Calgon Carbon
Attn: Jeremy Jones
3000 GSK Drive
Moon Township, PA 15108

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

14. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

By: Nancy D. Young
Title: Mayor
Date: _____

Attest:

_____
Adrianne Richardson, City Clerk

Approved as to form:

_____
Bijal M. Patel, City Attorney

Contractor
Calgon Carbon, a Delaware Corporation

Signed by:
Jacob Blake
B39A93A9B1554F9...
By: Jacob Blake
Title: DWS Project Manager
Date: 10/3/2024 | 2:03 PM PDT

Federal Employer Tax ID No. 250530110

DocuSigned by:
Jeremy J. Jones
5DB51D81E81B417...
By: Jeremy J. Jones
Title: DWS Project Manager
Date: 10/3/2024 | 1:39 PM PDT

Exhibits:

A Scope of Work, including personnel and time of performance
B Compensation

EXHIBIT A - Scope of Work

The scope of work generally includes removal, disposal, and replacement of the existing Granular Activated Carbon (GAC) filter media from filters 1, 2, 3, 4, 5, and 6 at John Jones Water Treatment Plant in Tracy, CA (Project Site) with new GAC. The Contractor shall perform all work in accordance with the following the following requirements.

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
   1. CONTRACTOR shall be responsible for removing GAC from existing filters and properly disposing of the material.
   2. CONTRACTOR shall provide CITY time to inspect, backwash, and disinfect the underlying sand for each the filters as specified herein.
   3. CONTRACTOR shall provide, transport, and deliver the filter GAC media at a location within the Project Site approved by the CITY.
   4. CONTRACTOR shall install the GAC media over the existing sand layer in Filters 1, 2, 3, 4, 5, and 6.

B. Filter Media Quantity:
   1. Filter Dimensions:
      a. Existing Filters No. 1, 2, 3, 4, 5, and 6: 640 square feet (each filter).
   2. CONTRACTOR shall provide sufficient media such that after placement, soaking, backwashing, and leveling, the final depth of the media is . The new GAC will be placed over 12-inches of the existing filter sand bed. Existing filter sand layer shall be left in place undisturbed when CONTRACTOR removes the existing GAC.

1.02 REFERENCES

A. American Water Works Association (AWWA):
   1. AWWA B 100-16 Granular Filter Material, including any addenda.
   2. AWWA B 604-18 Granular Activated Carbon, including any addenda.

B. NSF International:
   1. NSF/ANSI 61-2023: Drinking Water System Components.

C. American Society for Testing and Materials (ASTM):
   1. ASTM C123 Standard Test Method for Lightweight Particles in Aggregate.
   2. ASTM E 11 Standard Specification for Woven Wire Test Sieve Cloth and Test Sieves.
   3. ASTM D 2854 Standard Test Method for Apparent Density of Activated Carbon.
   4. ASTM D 3174 Standard Test Method for Ash in the Analysis Sample of Coal and Coke from Coal.
   5. ASTM D 3175 Standard Test Method for Volatile Matter in the Analysis Sample of Coal and Coke.
   6. ASTM D 4607 Standard Test Method for Determination of Iodine Number of Activated Carbon.

D. Food Chemical Codex: Fourteenth Edition, including any supplements.

1.03 SUBMITTALS

A. Submit in accordance with the industry standards and listed requirements.

B. Submit qualifications of the independent testing laboratory(ies) for approval.

C. Complete GAC Analysis
   1. Sieve analysis (particle size distribution), effective size, and uniformity coefficient.
   2. Moisture (AWWA B 604).
   3. Apparent density (AWWA B 604 or ASTM D 2854).
   4. Iodine number (ASTM D 4607).
   5. Abrasion resistance (AWWA B 604 - RO-Tap method).
   6. Water extractables test (per Food Chemical Codex).
   7. Ash content (ASTM D 3174).

D. GAC Submittals:
   1. Manufactured GAC Testing and Samples.
      a. Purpose: To demonstrate that media produced during the manufacturing process is consistent with contract requirements.
         1) It is anticipated that there may be a reasonable variation in the effective size and uniformity coefficient between different media lots produced during the manufacturing process for the Project.
         2) CITY may reject any or all individual lots produced during the manufacturing process that do not meet the requirements of the specification. Rejected lots will not be shipped to the Project site without additional remanufacturing or reprocessing and subsequent approval of test results by the CITY.
      b. Schedule:
         1) GAC samples and test result approval is required not less than 14 days prior to shipping of the media from the point of manufacture.
         2) Separate submittals for individual production lots are required for large media quantities involving production runs over an extended duration. It is anticipated that individual lot test results will be submitted to the CITY as soon as they are available during the production of the GAC.
      c. Requirement:
         1) Certified test results of Complete GAC Analysis (1.03.C), from an approved Independent Media Testing Laboratory (1.03.B) employed by the CONTRACTOR.
         2) Sample collection and frequency for individual production lots shall be in accordance with AWWA B 100. All test results shall be identified by traceable production lot and bag identification.
         3) Manufactured GAC Samples:
            a) Submit one sample of each production lot.
            b) Shipped in durable, non-glass containers of not less than 1/2 cubic foot, clearly labeled with Project name, GAC source, effective size, uniformity coefficient, and apparent density.
            c) CITY reserves the right to retest (at CITY's expense) the samples to confirm that the samples reasonably match certified test results submitted.

2. Delivered Media Testing.
   a. Purpose: To demonstrate that GAC delivered to the Project site matches the Manufactured GAC.
      1) Media shall be sampled and tested for effective size, uniformity coefficient, and GAC apparent density by the approved independent laboratory employed by the CONTRACTOR.
      2) Although variation may be acceptable, the CITY reserves the right to use the test results to direct the CONTRACTOR to install individual bags or lots in different filters to provide the best possible media compatibility matches at no additional cost to the CITY.
      3) The CITY reserves the right to test the GAC received at the Project site at the CITY'S expense.
      4) GAC that does not comply with the specified requirements, certified test results, or acceptance criteria may be rejected at the sole discretion of the CITY and shall be replaced with approved GAC at no additional cost to the CITY. The rejected media shall be removed from the project site and appropriately disposed of by the CONTRACTOR at no additional cost to the CITY.
      5) If the delivered GAC is rejected by the CITY, an independent laboratory, acceptable to the CITY, may be employed by the CONTRACTOR to sample and test disputed material. For material that is not in compliance with the specified requirements, the CONTRACTOR shall bear the cost of testing the delivered media and any retesting required by the CITY to demonstrate compliance. Otherwise, the CITY is responsible for costs of testing the delivered media.
   b. Schedule: After delivery to the Project site and before installation.
   c. Requirement:
      1) Sample collection in accordance with AWWA B 100.
      2) Test results provided by the independent lab, acceptable to the CITY.
3. Installed GAC Testing.
   a. Purpose: To document the characteristics of the installed GAC in each filter for the use of the CITY in tracking changes in GAC characteristics over time. It is understood that the effective size and uniformity coefficient of the installed GAC, after placement, soaking, and backwashing, may differ from values prior to installation. Therefore, acceptance of GAC will be based upon the results of the Delivered GAC testing, not Installed GAC testing.
   b. Schedule:
      1) GAC shall be sampled after complete installation, soaking, and backwashing of all GAC to the required depth.
   c. Requirement:
      1) Collect media samples using a clean trowel or sampling tube to provide a sample from the entire filter depth.
      2) Store samples in clean clear plastic bags, securely sealed and labeled with location, and collection date using indelible marker.
      3) Provide test results of the GAC effective size, uniformity coefficient and specific gravity for each sample. ASTM C 123 will be used to separate the sand from the GAC in each sample.
      4) Sampling Locations:
         a) Collect one sample from each quarter quadrant and combine the four samples to make one composite sample per each filter cell. Each filter has two cells.

b) Sampling and testing is the responsibility of the CONTRACTOR using a laboratory approved by the CITY.

E. CONTRACTOR's written certification of the following:
1. Volumes of existing GAC removed from each filter cell.
2. Proposed disposal site for existing GAC (subject to approval by CITY).
3. Vertical measurement from the top of the concrete filter box wall and the top of the sand layer remaining after existing GAC removal and bed leveling, measured at least two locations along each filter cell wall.
4. Disinfection procedures and results.
5. Volume, dry weight, and thickness of GAC media installed in each filter cell.

F. Digital photographs to document the following conditions:
1. Immediately prior to commencement of existing GAC removal.
2. During existing GAC removal.
3. After existing GAC removal and before CITY inspection, cleaning, and, backwashing of the underlying sand for each filter cell.
4. After CITY in-filter activities and before CONTRACTOR installation of GAC.
5. During installation of GAC media.
6. After completion of GAC media installation in each filter cell, including visual indication of achievement of specified top-of-GAC media elevation after backwashing and topping off of media.
7. After final cleanup.

G. Existing GAC disposal plan for approval by CITY.

H. Certificates: Submit proper documentation showing ANSI/NSF-61 certification of all supplied GAC.

I. GAC installation instructions from the GAC supplier including approved mixing plan, washing requirements and procedures.

J. Filter GAC Mixing Plan: Based upon GAC testing information, CONTRACTOR shall develop and provide a mixing plan designating the number of the bags and the order in which the bags should be used to fill each filter cell in order to obtain GAC physical characteristics and depth that conform to this specification. Testing data and calculations used to develop the mixing plan shall be provided to the CITY before installing the GAC.

K. Submit GAC head loss curves.

1.04 QUALITY ASSURANCE

A. All testing of filter media shall be performed by an CITY-approved independent testing laboratory employed by the Supplier.

B. All sampling and testing shall be performed in accordance with the requirements of AWWA B 604 except as modified and supplemented herein. Approved samples shall meet the requirements of AWWA B 604, including all addenda.

C. CONTRACTOR shall not place GAC in the filter cells before the CITY has approved the delivered media (1.03.E.2). Any media placed in the filter without the CITY's acceptance

shall be subject to rejection, removal, and replacement by the CONTRACTOR at no cost to the CITY.

D. Determination of particle size distribution:
   1. Determine particle size distribution by screening through standard inspection grade or calibration grade sieves, Tyler fourth root of two series or equivalent U.S. series.
      a. Sieve dimensions shall conform to ASTM E11 Table 1.
      b. Sieves are to be certified ASTM E11 Standard Calibration Grade or Inspection Grade. The certified values for the average aperture sizes are to be utilized in performing the sieve analysis.
   2. Determine percent sizes from a plot, on semilog or probability paper, of the percentages of the material passing each sieve against the rated opening of the sieve or the equivalent diameter of the grains.
   3. Define percent size as the size of the theoretical opening of a sieve through which that percentage of the filter media, by weight, will pass. For example, if the size distribution of the filter media particles is such that 10 percent of the sample is finer than 0.50 millimeters, the filter media shall be said to have a 10 percent size of 0.50 millimeters.
   4. Define uniformity coefficient as the ratio of the 60 percent size to the 10 percent size of the filter media.

1.05 PRODUCT DELIVERY AND STORAGE

A. Packaging:
   1. Filter GAC shall be packaged in 1/2 ton ultraviolet-resistant polyethylene bags (super sacks with bottom pour spout) on pallets. Each bag of material shall be clearly marked with the following information: effective size, uniformity coefficient, source, date of bagging, individual bag number, and lot identifier.

B. Place or store all filter media only in designated staging areas within the site and approved by the CITY. Polyethylene bags shall be placed on pallets supplied by the CONTRACTOR.

C. All filter media at the jobsite shall be stored off the ground, protected from weather, and covered with a suitable membrane by the CONTRACTOR to prevent contamination of the media from windblown debris and soil. All filter media is subject to gradation and retesting at the CITY's direction if visual evidence of contamination is observed or suspected.

D. Placement of filter media in the filters shall comply in all respects with AWWA B 604, except as modified or supplemented herein.

PART 2 PRODUCTS

2.01 FILTER GRANULAR ACTIVATED CARBON (GAC)

A. Quality:
   1. Carbon shall be based on bituminous coal. Carbons based on wood, lignite, subbituminous, peat, or coconut shall not be permitted. Product shall be virgin GAC.
   2. Manufacturing process shall include re-agglomeration. Carbon shall be manufactured in the United States by a supplier with a minimum of 5 years experience. Product shall have 5 years history in water treatment.
   3. Extruded or pelletized carbon shall not be accepted.

4. Carbon shall be thoroughly washed, screened, and free of clay, loam, dust, dirt, organic matter, and other foreign material.
5. GAC shall conform to AWWA B604 in addition to the modifications listed herein. GAC shall also conform to Food Chemical Codex when tested under the conditions outlined in the Food Chemical Codex.
6. Controlled activation shall produce a material having a high internal surface area with optimum pore size for the effective adsorption of a broad range of high and low molecular weight organic material. Carbon shall have a minimum iodine number of 900 milligrams/gram.
7. Carbon shall be composed of hard, durable grains with an abrasion resistance of no less than 75 by the RO-tap method.
8. Maximum moisture content of the as-packed GAC shall be 2 percent.
9. Maximum Total Ash: 8 percent.

B. Size:
   1. GAC shall meet the following requirements:
      a. Effective (10 percent) size (mm): 1.3 to 1.5.
      b. Uniformity Coefficient: Less than 1.4.
      c. Larger than No. 8: No more than 15 percent.
      d. Smaller than No. 16: No more than 5 percent.
   2. The particle size distribution shall be determined as indicated in 1.04.D of this Specification Section.

C. Depth: 48-inches final.

2.02 ACCEPTABLE SUPPLIERS

A. Filter GAC:
   1. Calgon Carbon Corporation a Kuraray Company
      3000 GSK Drive,
      Moon Township, PA 15108
      412-787-6700
   2. Jacobi
      432 McCormick Blvd.
      Columbus, OH 43213
      714-292-6198
   3. Norit Activated Carbon
      3200 University Ave
      Marhsall, TX 75670
      903-923-1000
   4. Xylem + Evoqua
      251 W. Channel Road
      Benicia, CA 94510
      916-730-2384
   5. No substitution allowed.

PART 3 EXECUTION

3.01 GAC REMOVAL

A. Prior to initiating removal of the existing GAC, plant staff will drain Filters 1, 2, 3, 4, 5, and 6, as far as possible while maintaining the remaining filters in operation.

B. CONTRACTOR will remove existing GAC layer from Filter 1, 2, 3, 4, 5, and 6, while minimizing disturbance of the underlying sand layer. The existing GAC layer is approximately 48 inches deep (underlying sand layer is approximately 12 inches deep). Do not remove sand underlying existing GAC layer.

C. Do not stand or walk directly on any layer of the existing filter media. Workers entering the filter boxes shall walk on clean plywood mats that will sustain their weight without displacing the filter media. Minimum dimensions of the plywood mats shall be two feet by two feet by 1/2 thick.

D. Properly dispose of existing GAC at a facility approved by CITY.

E. Mark the walls of each filter at a level 60 inches above the filter cap to indicate the target level of the top of the GAC media after GAC placement, backwashing, scraping, and topping-off activities.

F. Clean up any spills that occurred during the removal of the existing GAC.

3.02 CITY INSPECTION

A. CONTRACTOR shall provide the CITY ten (10) business days to inspect, backwash, and disinfect each filter once the existing GAC has been removed.

B. CITY will verify that the contractor has removed the appropriate amount of media, leaving only 12 inches of sand in each filter. CONTRACTOR may only proceed with installation upon CITY approval.

3.03 GAC PLACEMENT

A. GAC must be added to the filters from the top of the filter. There is no existing piping or equipment to handle filter media at the site. All equipment required to transfer GAC into the filters must be supplied by the CONTRACTOR. Personnel shall not enter filter cells during GAC media installation.

B. CONTRACTOR shall provide all labor and materials necessary to deliver and install the GAC media. \

C. CONTRACTOR shall be careful in placing the media to avoid damaging the filter troughs, filter underdrain system, or any equipment and piping in the filter units.

D. CONTRACTOR shall prevent contamination during transporting and placing the filter media. Any filter media which has become contaminated, either before or after placement in the filters, shall be removed and replaced with new or washed and cleaned material in a manner approved by the CITY.

E. Workers shall not stand or walk directly on filter media. The workers shall walk on plywood mats that will sustain their weight without displacing the material (minimum dimensions 2 feet by 2 feet by 1/2 inch thickness).

F. The filter may be flooded with water to use as a leveling gauge for each layer of material.

G. GAC Washing:
   1. Plant staff shall operate all filter backwash controls when washing the new GAC media installed in the filter basin.
   2. CONTRACTOR is responsible for coordinating the scheduling of filter media washing through the CITY with plant operations. Plant operations shall govern scheduling the use of the backwash system and volume of washwater produced. CONTRACTOR is responsible for this coordination to avoid delays to the schedule.
   3. GAC washing will be allowed as determined by the CITY so as not to interrupt operation of the plant. At no time shall the plant's Backwash Equalization Basins overflow from the media washing operations. Filter media washing shall be terminated before reaching a liquid level that would affect plant operations regardless of the status of the media washing operation.
   4. Ensure that water from the media washing operation is directed to the Backwash Equalization Basins.

H. Method of placement of the media shall be submitted to the CITY for approval.

I. Filter GAC:
   1. GAC shall be placed in a manner so as not to disturb the filter sand.
   2. Placement of GAC and backwashing shall be as specified in AWWA B 604, except as modified and supplemented herein. The finished depth for GAC at the end of placement, soaking, backwashing, and leveling operations shall be as specified in this Section.
   3. Prior to placing GAC in filters, plant staff will flood the filters to approximately one third of the GAC volume.
   4. GAC must be carefully placed in the filters from just above the water surface to prevent damage to the GAC and to limit the dust resulting from the transfer process. Release of airborne GAC dust must be mitigated.
   5. Perform placement, soaking, backwashing, and leveling of GAC media in each filter in accordance with AWWA B604, Sections C.1.3. Plant staff will operate all filter controls and valves during backwashing. Backwashing rates and durations will be determined by the CITY.
   6. Following completion of placement, soaking, backwashing, and leveling of GAC media in each filter, CITY shall verify the surface of the GAC is free of contaminated material and the depth of media is as specified (with in a range of -1/4" to +1/2"). If there are any contaminated material on the surface of the GAC, it should be removed and replaced with virgin GAC.
   7. Clean up any spills that occurred during the addition of GAC to the filters.
   8. Upon approved completion, collect and test representative installed GAC sample from the filter in accordance with Paragraph 1.03.E.3 of this Specification. Test results shall be submitted to the CITY.

3.04 CLEANING

A. Filter Structure Cleaning: Once installed media testing samples have been collected, remove all debris and media from all backwash drain conduits, troughs, pipelines, and structures.

PART 4 TIMELINE

A. Work is anticipated to start upon issuance of Notice to Proceed. Filters No. 1-3 must be fully functional for operation by March 1, 2025. If additional funding is approved for Filters No. 4-6, staff will issue a second Notice to Procced with a deadline to be completed by.

PART 5 BOND

A. A performance and payment bonds, for 100% of the maximum Contract Price, and a warranty bond for 10% of the maximum Contract Price will be required after execution of the contract, but before a Notice to Proceed will be issued for each phase of the project.

EXHIBIT B – Compensation

Total for Filters No. 1-3:	$603,239
Total for Filters No. 4-6:	$603,239
Grand Total:	**$1,206,478**

Docusign Envelope ID: 882DEBF6-4675-4CFD-AC15-7DA93CED1A19

APPROVED AS TO FORM AND LEGALITY

Karuldpreet Gill

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2025-064

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1) **DETERMINING THAT COMPLIANCE WITH THE FORMAL CONTRACT PROCEDURE IS NOT IN THE BEST INTEREST OF THE CITY AND DISPOSE SUCH REQUIREMENTS FOR THE REPLACEMENT OF CERTAIN UNDERDRAINS AT THE JOHN JONES WATER TREATMENT PLANT FOR THE CAPITAL IMPROVEMENT PROJECT (CIP) 75126 PURSUANT TO TRACY MUNICIPAL CODE 2.20.180(B)(4); AND**
2) **AUTHORIZING THE EXECUTION OF AMENDMENT NO. 1 TO THE GENERAL SERVICES AGREEMENT WITH CALGON CARBON, A DELAWARE CORPORATION FOR CAPITAL IMPROVEMENT PROJECT NO. 75126 FILTER MEDIA REPLACEMENT AT THE JOHN JONES WATER TREATMENT PLANT, FOR A TOTAL NOT-TO-EXCEED AMOUNT OF $2,651,806 AND MAKE IT EFFECTIVE RETROACTIVELY FEBRUARY 1, 2025.**

WHEREAS, the John Jones Water Treatment Plant (JJWTP) has the capacity to treat up to 30 million gallons a day (MGD) of water which flows through six filters, three on each side rated at 15 MGD; and

WHEREAS, the JJWTP shuts down the plant each year from approximately late November to early March to conduct routine and necessary maintenance and replacement of parts and equipment; and

WHEREAS, on November 19, 2024, under Resolution 2024-199, City Council awarded Calgon Carbon Corporation the contract for CIP 75126 to perform the filter media replacement at the JJWTP for a not-to-exceed amount of $1,206,475 with a term ending on February 28, 2026; and

WHEREAS, during the initial inspection and preparation of the filters, it was identified that three of the six filters (Filters 4, 5, and 6) could not be put back into production due to severe defects in the underdrains; and

WHEREAS, the underdrains are a vital part of the treatment process acting as a barrier and filtering out sand and media in the finish water; and

WHEREAS, due to constraints on time to restart the plant and limited workspace it was determined that it is not in the City's best interest to comply with the formal contract procedure; and

WHEREAS, the contractor provided a proposal on February 19, 2025, as an additional task to replace the underdrains in filters 4-6 with the same type, brand (Xylem), and style as the 2008 Engineered Drawings at a cost of $1,445,328; and

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WHEREAS, there are no additional appropriations as the additional task comes from the 24/25 Water Treatment Plant Operations and Maintenance budget (Fund 511); 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 of the City of Tracy, hereby determines that compliance with the Formal Contract Procedure for this project is not in the best interest of the City for these general services, the cost of which equal or exceed Fifty-Thousand and no/100ths ($50,000) dollars under Tracy Municipal Code 2.20.180(b)(4) because Calgon Carbon is already completing other work at the City's Water Treatment Plant, including work on the underdrains and filter system, and bidding this work, requiring additional time and potentially resulting in two different contractors working on the same pieces of equipment at the same time, would be detrimental to ensuring the filter system is offline for as short a period as possible and that the equipment functions as designed in an integrated, seamless manner with uninterrupted, reliable water service; and be it

FURTHER RESOLVED: That the City Council authorizes the execution of Amendment No. 1 to the General Services Agreement with Calgon Carbon, a Delaware Corporation for Capital Improvement Project No. 75126 Filter Media Replacement at the John Jones Water Treatment Plant, for a total not-to-exceed amount of $2,651,806; and be it

FURTHER RESOLVED: That the City Council authorizes the retroactive effective date for the total not-to-exceed amount of $2,651,806 to February 1, 2025; and be it

FURTHER RESOLVED: That the City Council finds the actions taken herein are not considered as a Project as defined by Section 21065 of the Public Resource Code and are exempt from CEQA (California Environment Quality Act) review and are also exempt from CEQA review under CEQA Guidelines Section 15301 as repairs to an existing facility.

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

The foregoing Resolution 2025-064 was adopted by the Tracy City Council on 1st day of April, 2025, by the following vote:

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

DAN ARRIOLA
Mayor of the City of Tracy, California

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

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

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1. **AUTHORIZING THE EXECUTION OF AMENDMENT NO. 2 TO THE GENERAL SERVICES AGREEMENT WITH CALGON CARBON FOR CAPITAL IMPROVEMENT PROJECT (CIP) NO. 75126, FILTER MEDIA REPLACEMENT AT THE JOHN JONES WATER TREATMENT PLANT, INCREASING THE TOTAL NOT-TO-EXCEED CONTRACT AMOUNT TO $2,711,806, AND**
2. **APPROVING A RETROACTIVE EFFECTIVE DATE OF FEBRUARY 1, 2025.**

WHEREAS, the John Jones Water Treatment Plant (JJWTP) has the capacity to treat up to 30 million gallons a day (MGD) of water through six (6) filters, with three (3) on each side rated at 15 MGD; and

WHEREAS, on November 19, 2024, pursuant to Resolution 2024-199, the Tracy City Council awarded Calgon Carbon Corporation the contract for Capital Improvement Project (CIP) No. 75126 to perform the filter media replacement at the JJWTP for a not-to-exceed amount of $1,206,475 with a term ending on February 28, 2026; and

WHEREAS, on April 1, 2025, City Council authorized the execution of Amendment No. 1 to the Agreement, increasing the not-to-exceed amount to $2,651,806 and approving the retroactive effective date of February 1, 2025; and

WHEREAS, on January 16, 2026, upon receipt of final project invoices, the Contractor advised the City that applicable sales tax in the approximate amount of $60,000 had been inadvertently omitted from the cost of certain materials required for the Project; and

WHEREAS, sufficient funds are available within Fiscal Year 2025/26 Water Treatment Plant Operations and Maintenance Budget (Fund 511) to cover the additional cost, and no additional appropriations are required; and 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 authorizes the execution of Amendment No. 2 to the General Services Agreement with Calgon Carbon for the CIP No. 75126 Filter Media Replacement at the John Jones Water Treatment Plant, increasing the total not-to-exceed contract amount to $2,711,806; and be it further

RESOLVED: That the Council authorizes the retroactive effective date for the total not-to-exceed amount of $2,711,806 to February 1, 2025; and be it further

RESOLVED: That the City Council finds the actions taken herein are not considered as a Project as defined by Section 21065 of the Public Resource Code and are exempt from CEQA (California Environment Quality Act) review and are also exempt from CEQA review under CEQA Guidelines Section 15301 as repairs to an existing facility.

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

The foregoing Resolution 2026-_____ was adopted by the Tracy City Council on the 17th day of March, 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

March 17, 2026

Agenda Item 1.F

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution:

1. **Approving Moleaer, Inc., as a preferred vendor for the nanobubble technology equipment lease pursuant to Tracy Municipal Code Section 2.20.180(b)(4), by determining that it is not in the best interest of the City to comply with competitive procurement procedures for this general service;**

2. **Approving the execution of a General Services Agreement with Moleaer, Inc. for the lease of nanobubble technology equipment at the Wastewater Treatment Plant, in a total not-to-exceed amount of $125,000 (one hundred twenty-five thousand) per fiscal year, and term ending February 28, 2027; and**

3. **Authorizing the City Manager, or designee, to approve an administrative extension of up to four (4) additional years, in any combination, contingent upon satisfactory performance and budget availability.**

EXECUTIVE SUMMARY

Moleaer, Inc. is the preferred vendor for advanced nanobubble technology, which is anticipated to improve treatment efficiency and reduce operational costs at the Wastewater Treatment Plant. Pursuant to Tracy Municipal Code section 2.20.180(b)(4), the City Council may authorize an exception to competitive procurement procedures when compliance is determined not to be in the best interest of the City for commodities, equipment, or general services with costs equal to or exceeding $100,000.

With City Council approval, this item will 1) authorize an exception to the competitive procurement procedure for Moleaer, Inc.; 2) authorize the execution of a General Services Agreement with Moleaer, Inc. in a not-to-exceed amount of $125,000 per fiscal year and a term ending on February 28, 2027; and 3) authorize an administrative option to extend the term for up to four (4) additional years, in any combination, subject to satisfactory performance and the availability of budgeted funds.

Funding for this Agreement will be provided through the annual Operations and Maintenance budgets for the Wastewater Enterprise Fund (Fund 521).

BACKGROUND AND LEGISLATIVE HISTORY

As a part of the treatment process, the Wastewater Treatment Plant uses a more natural means of removal through aeration. The activated sludge process relies heavily on aeration, typically delivered through fine bubble diffusers, to support biological treatment.

These diffusers introduce air into the wastewater in the form of small bubbles, which provide a high surface area that enhances oxygen transfer from air to water and into the microbial floc where biological reactions occur.

The rate of oxygen transfer is directly proportional to the surface area of the air bubbles. By reducing bubble size, the total surface area increases, resulting in more efficient oxygen diffusion and accelerated aerobic biological activity. Improved oxygen transfer efficiency is critical to the overall effectiveness and stability of the activated sludge process.

In June 2025, the contractor visited the City's Wastewater Treatment Plant to present its nanobubble technology. The contractor recommended that staff visit the City of Lodi Wastewater Treatment Facility, where the technology is currently in use. During this site visit, City staff met with operations personnel and learned that Lodi has experienced improved treatment performance and cost savings, with no reported operational drawbacks since implementing the technology.

ANALYSIS

Aeration efficiency is a key driver of performance and cost optimization in activated sludge systems. Moleaer's nanobubble technology represents an advancement by generating ultra-fine gas bubbles—down to the nanometer scale—through direct gas injection into liquids. Moleaer's system is represented as achieving industry-leading oxygen transfer efficiency greater than 85%. Unlike conventional aeration systems and competing technologies that produce larger bubbles which rapidly rise and dissipate, Moleaer's patented generators create stable, negatively charged microscopic bubbles that remain suspended in solution for extended periods. This increased residence time, as well as the great increase contact in surface area, enhances oxygen transfer, improves water quality, and can reduce chemical and energy consumption by up to 60%, enabling cost-effective, large-scale industrial application. This technology is intended to address operational challenges at wastewater treatment plants, including the removal of inhibitory organics that can limit nitrogen removal and disrupt treatment stability.

Preliminary data and case studies indicate potential process improvements across both aerobic and anaerobic treatment stages, as well as reductions in sludge handling requirements. Moleaer's system provides a significantly higher surface-area-to-volume ratio than conventional bubbles, enhancing oxygen transfer and accelerating biological reactions. Additionally, it remains suspended in water for extended periods, increasing reaction time and improving overall treatment efficiency, with potential energy savings.

Wastewater Treatment Plant staff have reviewed technical documentation, attended vendor presentations, and visited a facility currently using the technology. While equipment of this nature is typically evaluated over a five-year period, Moleaer offers its system through an application-based deployment and leasing model rather than direct sale.

Data from a pilot installation at the Paso Robles Wastewater Treatment Facility (WWTF) indicated:

- 18% improvement in aeration efficiency, sufficient to offset equipment leasing costs.
- 32% increase in biogas production
- 32% improvement in biological reaction rates

Staff are requesting an exception to the procurement policy as the vendor is the only company whose technology has been effectively utilized on a wastewater facility the size of Tracy's. Other nanobubble technology available is only for small scale situations and would not be able to provide the necessary treatment required for Tracy's WWTF. The contractor has represented that its nanobubble technology is uniquely capable of continuous, full-scale production through a proprietary shear method. Alternative technologies utilize batch or limited production processes that are not appropriate for full-scale wastewater treatment operations. Accordingly, staff finds that compliance with standard procurement procedures is not in the best interest of the City and recommends City Council approval of a procurement exception pursuant to Tracy Municipal Code section 2.20.180(b)(4).

If the technology performs as anticipated, it could significantly enhance treatment performance and reduce operational costs, particularly as the Wastewater Treatment Plant enters Phase 3 of the Tracy expansion design. Successful implementation may also reduce the need for certain future infrastructure investments, resulting in potential long-term capital cost savings.

FISCAL IMPACT

There is no change in the fiscal impact. Funding continues to be available in the current and annual ongoing operation budgets in the Wastewater Fund (521).

CEQA DETERMINATION

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

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution:

1. Approving Moleaer, Inc., as a preferred vendor for the nanobubble technology equipment lease pursuant to Tracy Municipal Code Section 2.20.180(b)(4), by determining that it is not in the best interest of the City to comply with competitive procurement procedures for this general service;

2. Approving the execution of a General Services Agreement with Moleaer, Inc. for the lease of nanobubble technology equipment at the Wastewater Treatment Plant, in a total not-to-exceed amount of $125,000 (one hundred twenty-five thousand) per fiscal year, and term ending February 28, 2027; and

3. Authorizing the City Manager, or designee, to approve an administrative extension of up to four (4) additional years, in any combination, contingent upon satisfactory performance and budget availability.

Prepared by: Aloke Vaid, Wastewater Operation 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: A – GSA with Moleaer, 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 Moleaer, Inc., a Delaware corporation (**Contractor**). City and Contractor are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain Contractor to provide a nanobubble technology equipment lease.

B. In June 2025, the Contractor demonstrated its proprietary nanobubble technology at the City's Wastewater Treatment Plant, indicating it qualifies as a sole source due to its unique shear method allowing continuous, full-scale production—unlike batch-based alternatives.

C. City staff reviewed the Contractor's data; conducted site visits and interviewed neighboring cities using the technology; all yielding favorable results.

D. Based on these findings, the City negotiated with the Contractor and reached an agreement for services under the terms of this Agreement.

E. This Agreement is being executed pursuant to Resolution No. 2026-____ approved by Tracy City Council on _____, 2026, the Start Date.

F. Equipment Rental: Contractor hereby rents to the City the Equipment described in Exhibit A on the terms and conditions set forth in this Agreement for use at City's facilities located at 3900 Holly Dr, Tracy, CA 95376 for the Rental Term.

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: Riley Murnane**.** 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 the date this Agreement is executed and end on February 28, 2027, unless terminated in accordance with Section 7.

2.1.1 An administrative extension of this Agreement by City Manager shall be limited to an additional four (4) years and require written determination by the City Manager 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 $125,000 (one hundred twenty-five 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.

City shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the Contractor from and against any claims arising out of City'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 Contractor.

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 6 relating to insurance.

5. Limitation of Liability

Contractor shall not be liable for special, indirect, consequential or incidental damages, including damages for lost or prospective profits or other economic damages, arising out of or related to this agreement or the goods. Contractor's total liability, whether in contract or tort or otherwise, shall not exceed the total of the lease payments paid by the city allocable to the equipment and services giving rise to the liability. The limitations in this paragraph will apply notwithstanding the failure of essential purpose of any limited remedy. This limitation shall not apply to claims for personal injury directly caused by contractor's willful or reckless acts.

5.1 No Limitation of Liability of Indemnity. None of the requirements contained herein as to types, limits, and approval of insurance coverage to be maintained by Contractor are intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Contractor under this Agreement or at law, any of the Contractor's indemnification obligations and liability in excess of the limits or the coverages required herein as a result of the Contractor's negligence, willful misconduct or reckless acts Neither receipt of certificates of insurance showing less or different coverage than requested, nor any other forbearance or omission by the City, shall be deemed a waiver of, or estoppel to assert, any right or obligation regarding the insurance requirements herein.

6. 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.

6.1 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, products and completed operations.

6.2 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.

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

6.3.1 The insurer shall allow, and the policy be endorsed to waive all rights of subrogation against the City and its officers, officials, employees, agents, and volunteers.

6.4 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.

6.5 Hired Parties. Contractor who will use subcontractors or other parties to provide materials, services, or perform other work for the Contractor must enter into a written and executed contract or agreement with each of its subcontractors, vendors, agents, subconsultants, and/or any other parties, collectively, "hired parties". The contract or agreement must contain a defense, indemnification, and hold harmless provision in favor of the City and its officers, officials, employees, and agents. The contract or agreement shall also cause the hired parties to comply with the insurance requirements required of the Vendor, including providing an additional insured endorsement for ongoing and completed operations

in favor of the City and its officers, officials, employees, and agents. Contractor shall obtain certificates of insurance and additional insured endorsements from each of its hired parties and provide a copy to the City upon request.

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

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

6.6.2 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 in excess of the Contractor's insurance and shall not contribute with it.

6.7 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.

6.8 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.

6.9 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.

6.10 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.

6.11 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.

7. Termination. This Agreement is valid from the Effective Date and shall terminate under any one of the following instances: a) At the expiry of the Term pursuant to all payments having been made by the City to the Contractor, or b) Upon termination by either Party due to default as provided under Section 8 below. In each instance, written notice of termination shall be provided by either the City or the Contractor to the other Party and the date of such notice shall be the "Termination Date". For the avoidance of doubt, neither Party may terminate this Agreement for its convenience during the Term. However, either Party may terminate this Agreement for its convenience by providing ninety (30) day notice to the other Party at any time during the Term extension.

8. Defaults. If either Party fails to perform or fulfill any obligation under this Agreement, that Party shall be in default of this Agreement. Subject to any statute, ordinance, or law to the contrary, the defaulting Party shall have seven (7) days from the date of notice of default by the other Party to cure the default. In the event the defaulting Party does not cure a default, the other Party may, at their option, (a) take actions necessary to cure such default, and the defaulting Party shall be obligated to pay the other Party's cost for taking such actions; or (b)

declare the defaulting Party in default of the Agreement. If either Party becomes insolvent, ceases to do business as a going concern, or if a petition has been filed by or against either Party under any federal or state bankruptcy laws, then the other Party may immediately declare that Party in default of this Agreement.

In the event of a declared default under this Section 8 by the City, Contractor may immediately re-take possession of the Equipment, and City shall provide Contractor with all necessary access and reasonable assistance to do so (including, but not limited to, performing City's obligations relating to surrender of Equipment set forth in Section 9). In the event of a declared default by the City, City shall be liable to Contractor for the full amount of remaining payments under the Term and any other amounts due and unpaid under this Agreement up to the date of such declared default and shall pay Contractor such amount within 30 days of receipt of Contractor's invoice setting forth such amount due in respect of such declared default. In the event of a declared default by the Contractor, City may terminate this Agreement without penalty or purchase the Equipment for Fair Market Value of the Equipment or purchase the Equipment at a mutually agreed price.

9. Delivery and Acceptance of Equipment. The receipt and acceptance by the City (as may be evidenced by, but not necessarily limited to, the signature of the City's representative on the bill of lading) shall be the "Delivery Date". The City shall have fifteen (15) working days from the Delivery Date to install, commission and test the operation and serviceability of the Equipment. Acceptance and acknowledgment that the Equipment has been received in good, safe, operable and serviceable condition, shall be deemed to have occurred no later than fifteen (15) working days after the Delivery Date unless City makes a claim to the contrary to Contractor, via Notice within fifteen (15) working days of the Delivery Date. All delivery and installation arrangements and costs are the sole responsibility of City (unless expressly included in the cost of the Equipment upon which the Lease Payments were based). City agrees to accept the Equipment when delivered. Should City refuse delivery of the Equipment (other than by a claim and notice of rejection or deficiency as provided in this Section 10) within fifteen (15) working days after the Delivery Date, Contractor may cancel the Agreement. In the event the Equipment, its condition, or its delivery is such as would reasonably justify rejection of the Equipment by any purchaser, City may reject the Equipment. If City elects to reject the Equipment, City agrees that it shall immediately notify Contractor in writing of such rejection and shall comply with all reasonable instructions of Contractor, as well as with all applicable laws dealing with the obligations incurred on the rejection of Equipment.

10. Equipment Possession, Ownership and Surrender: City shall be entitled to possession of the Equipment upon delivery. Upon the Termination Date, unless such Termination Date arises from the optional purchase of Equipment by City from Contractor per Section 8 (Default) above, the City shall surrender the Equipment to Contractor by delivering the Equipment to Contractor or Contractor's agent in good working condition (ordinary wear and tear accepted). It shall be City's responsibility and at its own cost to a) Furnish packing boxes or crates for the return of the Equipment to the Contractor sufficient to protect the Equipment from damage during shipment and b) Provide any hoisting equipment, material management or loading services. In any case, City shall be responsible for payment of all return costs in accordance with this section (Section 10).

The Equipment is and shall remain the sole exclusive property of Contractor during the Term. City has the right only to possess the Equipment during the Term. Contractor shall have the right to enter, with five (5) working days' prior notice, the Site for the purpose of confirming the existence, condition, and proper operation and maintenance of the Equipment. City shall not affix or attach the Equipment to any real property without Contractor's prior written consent. The Equipment shall remain personal property regardless of whether it becomes affixed or attached to real property or any improvement on real property.

11. Use of Equipment: City shall use and operate the Equipment in a careful and proper manner in accordance with all applicable Contractor manuals and instructions provided to City and shall only use and operate the Equipment for its own business purposes at the Site and only for the application for which the Equipment was intended as set forth in Section 14 below. City will comply with all applicable laws, rules, ordinances, statutes, and orders regarding the use, maintenance, and storage of the Equipment.

12. Condition of Equipment: Unless City has provided notice to Contractor to the contrary pursuant to Section 9 above, City or City's agent shall be deemed to have inspected the Equipment and acknowledges that the Equipment is in good, safe, operable and serviceable condition.

13. Limited Warranty: Contractor warrants that the Equipment will be free from defects in material and workmanship for the period of the Agreement Term. Contractor shall in no event be liable for defects or damage attributable to modifications performed or repair work done other than by Contractor's personnel, use of service parts or components not authorized by the Contractor, or abuse, accident, negligence, catastrophe, force majeure event, shipment, improper use including but not limited to circumstances where pumps and/or compressors included in the Equipment are not operated in accordance with the original pump or compressor manufacturer's specifications, maintenance, storage or application or any other external cause. Except for any written performance warranty that contractor has expressly incorporated in this contract, contractor specifically disclaims all other warranties of any kind, whether express, implied, statutory or otherwise, including without limitation, any warranties of merchantability, title, fitness for a particular purpose and non-infringement, to the maximum extent permitted by applicable law. Any implied warranty that cannot be disclaimed by law is limited to the duration of the warranty period. Contractor warrants that the equipment shall meet the mutually agreed performance specifications in exhbit a . Without limiting the generality of the foregoing, city acknowledges and agrees that city is solely responsible for use of the goods compliance with applicable laws, rules and regulations.

14. Intended Application: City shall use the Equipment only for the pre-treatment of municipal wastewater whereas suction is downstream of the headworks screens and upstream of any biological process (i.e. activated sludge) and discharge is upstream of the primary clarifiers.

15. Maintenance, Alteration, Damage and Loss: City will, in accordance with this contract keep and maintain the Equipment in good working order during the Lease Term and shall promptly advise Contractor of any problems with the Equipment. In the event of a problem or a

performance-related issue with the Equipment, Contractor will attempt to support City remotely to resolve it. If the issue cannot be resolved remotely and a Contractor service technician or representative is dispatched to the Site, the equipment will be repaired at no charge to the City to the extent that the issue is not attributable in whole or in part with a failure of City to keep, maintain or operate the Equipment in accordance with this Agreement and with Contractor manuals and instructions.

However, if it is determined by the Contractor service technician or representative that the Equipment issue is due to the City's failure to keep, maintain or operate the Equipment in accordance with this Agreement and with Contractor manuals and instructions, or some issue outside the control of Contractor, then the City will be charged $1,500 per day for said service technician's or representative's time plus travel and other related applicable expenses for the deployment and services of the Contractor service technician or representative. All replacement parts and repairs made to or placed upon the Equipment shall become the property of Contractor. City shall not tamper with, remove or alter any component of the Equipment without prior written authorization from Contractor. City shall be responsible for the full replacement cost of the Equipment if any of the following apply:

- Equipment is lost or stolen
- Equipment becomes inoperable due to misuse
- Equipment is tampered with or modified in any way
- Equipment warranty seals are broken

16. Encumbrances, Taxes and Other Laws: City shall keep the Equipment free and clear of any liens or other encumbrances and shall not permit any act where Contractor's title or rights may be negatively affected, during the Term. City shall be responsible for complying with and conforming to all laws and regulations relating to the possession, use, or maintenance of the Equipment.

17. Contractor's Representations: Contractor represents and warrants that it has the right to lease the Equipment as provided in this Agreement and that City shall be entitled to quietly hold and possess the Equipment, and Contractor will not interfere with that right as long as City pays the monthly payments and all other sums that may become due under this Agreement in a timely manner and performs all other obligations under this Agreement.

18. City's Representation: City represents and warrants that it will keep, use, operate, maintain, and insure the Equipment in accordance with Sections 11, 12, 13, 14, 15, and 16.

19. Intellectual Property; Confidentiality: Nothing in this Agreement conveys any license, right, title or interest in or to the intellectual property of the Contractor to the City or any other person or entity. To the extent City is (or has been) provided or accesses (or has accessed) any Confidential Information (defined below), City shall not (i) use any Confidential Information other than to perform under this Contract or (ii) disclose or provide access to any Confidential Information to any other person or entity. Without limiting the foregoing, City shall not and shall not permit or assist any other person or entity to, reverse engineer or otherwise attempt to extract, learn or derive Confidential Information with respect to the Equipment, in whole or in part, or otherwise attempt to use the Confidential Information or the Equipment to unfairly

compete directly or indirectly with the Contractor. These restrictions shall not apply to information that City can demonstrate (1) is in the public domain through no fault of City or persons to whom it disclosed such information, (2) was independently developed by or for City prior to receipt from the Contractor or (3) was disclosed to City by a third party with the legal right to do so, free of any restrictions on subsequent disclosure. City also may disclose Confidential Information to the extent compelled by court order or applicable law, provided that it shall provide Contractor with prior (or if not legally permitted, then as soon as practicable) written notice thereof and shall cooperate with Contractor to obtain confidential treatment or a protective order. For purposes of this Agreement, "Confidential Information" means all nonpublic or proprietary information (such as pricing), content, formulae, schematics, instructions, operating conditions or functional criteria or features of the Equipment, in each case that are disclosed or provided by Contractor or its designees or otherwise accessed by City, and that are designated as confidential or that, given their nature or the circumstances surrounding their disclosure or provision to or access by City, reasonably should be considered as confidential or proprietary.

20. 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:

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

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

20.3 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.

20.4 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.

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

20.6 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.

21. 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.

21.1 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.

21.2 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.

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

22. 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, subject to Section 19 (Intellectual Property; Confidentiality) No such documents shall be revealed or made available by Contractor to any third party without the City's prior written consent.

23. 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.

24. 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.

25. 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.

26. 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 Dr
Tracy, CA 95304

To Contractor:
Moleaer, Inc.
Attn: Baji Gobburi
3232 W El Segundo Blvd
Hawthorne, CA 90250

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

27. Miscellaneous.

27.1 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.

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

27.3 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.

27.4 Assignment and Delegation. Without the prior written consent of the other Party, either Party shall not sublet, lend, pledge, hypothecate or assign this Agreement, the Equipment, or any interest thereon, or permit any, lien, charge, or encumbrance thereon. City will not relinquish nor abandon possession of the Equipment to any party other than to the Contractor or its assigns or representatives. Contractor may assign this Agreement to any affiliate or subsidiary of the Contractor or to a person or entity acquiring all or substantially all the stock, assets or business of the Contractor to which this Agreement relates. The covenants and conditions contained in the Agreement shall apply to and bind the Parties as their heirs, legal representatives, successors and permitted assigns of the Parties.

27.5 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.

27.6 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.

27.6.1 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.

27.6.2 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.).

27.7 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.

27.8 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.

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

27.10 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.

27.11. **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.

27.12 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.

27.13 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.

28. <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

Moleaer, Inc.

Moleaer Inc (Jan 31, 2026 07:02:39 GMT+1)
By: Nicholas Dyner
Title: Chief Executive Officer

Date: 31/01/2026

Federal Employer Tax ID No. _____

Rigo Llanes
By: Rigo Llanes
Title: Chief Financial Officer

Date: 1/31/2026

Exhibits:

A	Contractor & City's Scope of Supply and Services (See Agreement sections 1 and 2.)
B	Compensation (See Agreement section 3.)
C	NanoShield Equipment Datasheets

EXHIBIT A: Contractor & City's Scope of Supply and Services

Contractor shall provide:

- Four (4) Trinity L2 nanobubble generators (NBG). Contractor's nanobubble technology uses air and wastewater to generate in-situ clean chemistry and selectively removes inhibitory compounds.
- Onsite commissioning support from Global Service Team (GST).
- GST to provide customer training on how to clean, maintain and troubleshoot equipment.

City shall provide:

- All Installation (electrical, plumbing and any parts) of Pump, Nanobubble Generator & associated piping, valving, and other appurtenances such as flow meter.
- One (1) pump with an operating flow of 1,000 to 1,200 gpm at 44 feet of total dynamic head recirculating around the primary influent (PI) box.
- Compressed air (total 720 scfh at 60 psi) with dryer and filter
- Perform Clean-In-Place procedure for Nanobubble Generator(s) as needed (minimum recommendation once a month)
- Plant data for analysis

Responsibilities for Contractor and City are further summarized in the below table:

TASK	CITY	CONTRACTOR
Establish Baseline Historical Performance Data	• Provide baseline historical data for past 3 years in excel format	• Evaluation of data to present metrics and establish baseline
Equipment Scope of Supply	• Screening • Suction & discharge piping, valves and fittings • Pump, VFD, Flowmeter, Air Compressor	• Nanobubble generators
Installation of Equipment	• Provide power and plumbing • Installation of the equipment	• Provide startup guidance to ensure project success
Operation & Maintenance of Equipment	• Perform daily/weekly inspections and record flows and pressures • Perform CIP as indicated by air pressure increase	• Train City in CIP procedures and system operations
Data Acquisition and Review	• Continued data acquisition for review by Contractor	• Review of data and discuss results with City on a regularly (bi-weekly for first 3

TASK	CITY	CONTRACTOR
		months and monthly for the remainder of the pilot)
Process Optimization	• Collaborate with Contractor to discuss process optimization options and execute the changes	• Collaborate with customer and recommend changes to the plant operations to optimize the performance

Installation & Startup:

The City is solely responsible for the installation of the Goods, including all associated electrical and civil works required to support the project. Unless otherwise stated in the Contractor's quotation, Contractor shall not be responsible for any aspect of site preparation, utility connections, or installation-related labor.

For applications utilizing a portable flowmeter, the City shall ensure that all piping configurations meet applicable manufacturer guidelines for accurate performance. Nanobubble discharge lines must be fully submerged below the waterline, with a recommended minimum submergence of two feet (0.6 meters) to ensure proper system operation. The discharge point should be oriented at a 90-degree angle to the bottom surface of the tank or channel to minimize excessive mixing and turbulence.

Unless specifically stated in Contractor's written quotation, installation, start-up, service supervision, and operator training are not included in the pricing of the Goods. If requested by the City, Contractor may provide a trained service technician to support start-up activities, subject to scheduling availability and the following conditions:

- A Contractor technician is available at a daily rate of $1,500, plus travel and living expenses billed at cost plus ten percent (10%). Charges are based on a standard eight (8) hour workday and are calculated from the date and time of departure from the technician's home office through the date and time of return. Overtime and weekend travel will be billed at one and one-half times and double the standard rate, respectively. Buyer must provide a minimum of ten (10) business days' advance notice for scheduling.

The City is solely responsible for ensuring that installation is complete prior to the arrival of Contractor's technician. Failure to do so may result in additional charges and scheduling delays.

Items Not Included (unless otherwise noted):

Installation, taxes or bonds, main motor starters, anchor bolts, interconnecting pipe, fittings, bolts, nuts, gaskets, wiring, valves, or any other items not specifically listed above.

Compressed Air Supply Requirements:

Recommended maximum air flow rates for nanobubble pretreatment assuming liquid pressure is less than 30psi:

- Trinity L2: 180 SCFH at 60 PSIG – PER UNIT

The air supply to the nanobubble generator inlet shall meet or exceeds ISO 8573-1:2010 Class 4 air purity standards. Failure to meet these standards may result in damage, reduced performance, increased downtime, and more frequent cleaning. All cleaning and maintenance requirements related to compressed air quality are the sole responsibility of the customer.

The City is solely responsible for ensuring the air supply meets the specified requirements. Contractor is not liable for any resulting damage, malfunction, or reduced performance caused by a non-conforming air supply.

Wastewater Supply Requirements:

Recommended operating flow range:

- Trinity L2: 800 – 1200 gpm

  Operating outside these ranges may impact system performance

  Contractor is not responsible for any hydraulic impacts on facility.

To ensure optimal performance and longevity of the nanobubble generator, wastewater must be pretreated to remove debris. A fine screen with openings no larger than 0.25 inches (6 mm) is the preferred method for removing debris that can damage or plug the nanobubble generator such as sticks, rocks, plastics, rags, wipes, and stringy materials.

Alternative pretreatment methods, such as grinders, choppers pumps, or inlet feed sources located downstream of an overflow weir, are acceptable if they provide protection to a fine screen. The City is sole responsible for providing and maintaining adequate pretreatment to prevent damage to the nanobubble generator.

Contractor's Pump Recommendations:

- Gas Supply Control Signal: A 120V or 24-volt signal or a system pressure of > 0.2 bar recommended to activate and sustain gas supply. For safety and system protection, it is advisable to automatically shut off the gas supply when the pump stops, or system pressure falls below 0.2 bar.
- High-Head Protection: To safeguard the pump from potential damage caused by obstructions or valve closures in the suction or discharge lines, the pump should be equipped with high-head protection.
- Discharge Flow Measurement: Accurate discharge flow measurement provides valuable insights for monitoring system performance and troubleshooting potential issues.

Consider installing a clamp-on ultrasonic flow meter on the pump discharge line. To ensure accurate readings, adhere to the flow meter manufacturer's installation guidelines, including straight pipe run requirements.

Contractor is not responsible for any damage to the customer-supplied pump.

Weather Protection:

Buyer is responsible for implementing adequate weather protection measures to ensure reliable
performance and longevity of the Goods. Compressed air lines must be properly insulated or heat- traced, where necessary, to prevent the formation of condensate or freezing during low ambient temperatures.

Any compressors or ancillary equipment provided by Moleaer must be installed in a climate-controlled environment or housed within a weatherproof enclosure that protects against temperature extremes, moisture, and environmental exposure. Failure to provide appropriate weather protection may result in equipment malfunction, increased maintenance, or reduced system performance, for which Moleaer shall not be held liable.

EXHIBIT B - Compensation

Contractor's total compensation under this Agreement shall not exceed $125,000 (one hundred twenty-five 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.

- Monthly equipment rental = $6,000
  - Includes the process engineering support as required for optimizing the plant operations and delivering the benefits to the City.
  - Annual cost = $72,000

- Quarterly service visit costs (billed at cost)
  - Labor = $1,500 per day x 2 days= $3,000
  - Travel & Living = $1,000 per visit

- Total Expected Cost = $72,000 + 4 Service visits for $16,000 = $88,000

- Customer pays for cost of shipping (both ways) between Hawthorne, CA and the City.

Payments: City agrees to pay Contractor on a monthly basis to rent the Equipment the amount of USD [$6,000.00 or USD Six Thousand] (the "Rental Payment"). City shall pay each Rental Payment monthly in advance of the one-month anniversary of the Start Date. The first Rental Payment shall include the first and last month's Payments, plus shipping/delivery charges, and any Security Deposit, all of which must be made prior to shipment of the Equipment. Payment instructions will be provided on the initial invoice and all subsequent monthly invoices. If the Start Date is not on the first day of the month or if the Termination Date is not on the last day of the month, the relevant Lease Payments will be prorated accordingly.

Security Deposit: Prior to taking possession of the Equipment, City shall deposit with Contractor, a security deposit as outlined in the amount of $12,000 USD (twelve thousand dollars) as security for the performance by the City of the terms under this Agreement (including but not limited to payment obligations) and for any damages caused by City or City's agents to the Equipment during the Rental Term. Contractor may use part or all the Security Deposit to recover payments due or any late charges with respect to such payments due, or to repair any damage to Equipment caused by City or City's agents or if City commits a material breach of this Agreement. Unless used by Contractor as provided for in this Section, Contractor will return the Security Deposit (or any unapplied portion thereof) to City within 30 days of the Termination Date. City shall not be permitted to use or apply the Security Deposit or any portion thereof at any time in lieu or setoff of Lease Payments or any portions thereof.

Late Charges: If any amount(s) under this Agreement is more than five (5) days late, such amount(s) shall accrue interest at the rate of 1% (one percent) per month with respect to such

amount(s) for so long as such amount(s) remain unpaid and outstanding. City agrees to pay this late fee and Contractor shall invoice City accordingly.

Shipping; Shipping Expenses: Contractor shall specify carrier(s) for shipment; however, at its option and upon sufficient prior notice to Contractor, City may specify carrier(s), in which case City shall be responsible directly for payment to carrier(s) for shipping fees (including insurance). The date that Equipment is loaded on carrier at Contractor's facilities is the "Shipping Date". City shall be responsible for all expenses, fees and costs for shipping (including insurance) at both the beginning and end of the Lease Term, to and from Contractor's premises. To the extent such shipping expenses, fees and costs are not paid directly by City, City will be invoiced by Contractor and City shall pay Contractor, respectively, at the time of the initial invoice and the final invoice.

EXHIBIT C: NanoShield Equipment Datasheets

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

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1) APPROVING MOLEAER, INC. AS A PREFERRED VENDOR FOR THE NANOBUBBLE TECHNOLOGY EQUIPMENT LEASE PURSUANT TO TRACY MUNICIPAL CODE 2.20.180(B)(4), BY DETERMINING THAT IT IS NOT IN THE BEST INTEREST OF THE CITY TO COMPLY WITH COMPETITIVE PROCUREMENT PROCEDURES FOR THIS GENERAL SERVICE;
2) APPROVING THE EXECUTION OF A GENERAL SERVICES AGREEMENT WITH MOLEAER, INC. FOR THE LEASE OF NANOBUBBLE TECHNOLOGY EQUIPMENT AT THE WASTEWATER TREATMENT PLANT, IN A TOTAL NOT-TO-EXCEED AMOUNT OF $125,000 (ONE HUNDRED TWENTY-FIVE THOUSAND) PER FISCAL YEAR, AND TERM ENDING FEBRUARY 28, 2027; AND
3) AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO APPROVE AN ADMINISTRATIVE EXTENSION OF UP TO FOUR (4) ADDITIONAL YEARS, IN ANY COMBINATION, CONTINGENT UPON SATISFACTORY PERFORMANCE AND BUDGET AVAILABILITY.

WHEREAS, The City of Tracy operates a Wastewater Treatment Plant that utilizes the activated sludge process, which relies on efficient aeration to achieve regulatory compliance and optimal treatment performance; and

WHEREAS, Moleaer, Inc. has developed proprietary nanobubble technology designed to improve aeration efficiency, enhance biological treatment processes, and reduce operational costs at wastewater treatment facilities; and

WHEREAS, City staff reviewed technical information, attended vendor presentations, and visited a wastewater treatment facility currently utilizing Moleaer's nanobubble technology and determined that the technology demonstrates potential operational and cost benefits; and

WHEREAS, Pursuant to Tracy Municipal Code section 2.20.180(b)(4), the City Council may authorize an exception to competitive procurement procedures when compliance is determined not to be in the best interest of the City for commodities, equipment, or general services with costs equal to or exceeding $100,000; and

WHEREAS, there are other nanobubble technology vendors, however, Moleaer, Inc. is the only proven provider of this technology on large scale treatment plants such as

the City's Wastewater Treatment Facility, therefore, an exception to the competitive procurement procedure is being requested; and

WHEREAS, The City desires to enter into a General Services Agreement with Moleaer, Inc. for the lease of nanobubble technology equipment at the Wastewater Treatment Plant in a not-to-exceed amount of $125,000 per fiscal year, with a term ending February 28, 2027; and

WHEREAS, The Agreement includes an administrative option to extend the term for up to four (4) additional years, in any combination, subject to satisfactory performance and the availability of budgeted funds; and

WHEREAS, Approval of this Agreement will not result in a direct or reasonably foreseeable physical change in the environment and therefore is not a project under Section 21065 of the California Public Resources Code; and

WHEREAS, Funding for the Agreement is available in the annual Operations and Maintenance budgets for the Wastewater Fund (Fund 521); now, therefore, be it

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

RESOLVED: That the City Council hereby finds that the procurement exception under Tracy Municipal Code section 2.20.180(b)(4) is appropriate and in the best interest of the City; and be it further

RESOLVED: That the City Council hereby approves the execution of a General Services Agreement with Moleaer, Inc. for the lease of nanobubble technology equipment at the Wastewater Treatment Plant in a not-to-exceed amount of $125,000 per fiscal year, with a term ending February 28, 2027; and be it further

RESOLVED: That the City Council hereby authorizes the City Manager, or designee, to execute the Agreement in substantially the form presented and to approve an administrative extension of the Agreement for up to four (4) additional years, in any combination, subject to satisfactory performance and the availability of budgeted funds; 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 the 17th day of March, 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

March 17, 2026

Agenda Item 1.G

RECOMMENDATION

Staff recommends that the City Council adopt five (5) Resolutions approving General Services Agreements with the vendors listed below for the supply and delivery of certain chemicals necessary for water and wastewater treatment. Each agreement shall:

1) **Expire on December 31, 2028,**
2) **Include a not-to-exceed (NTE) amount per fiscal year (FY), and**
3) **Include an administrative option, by the City Manager or designee, to extend the term for up to two (2) additional years in the amounts specified below.**
   - **Airgas Specialty Products, Inc. (annual FY NTE amount of $250,000)**
   - **Carus LLC (annual FY NTE amount of $250,000)**
   - **Chemtrade Chemicals US LLC (annual FY NTE amount of $1,500,000)**
   - **Polydyne, Inc. (annual FY NTE amount of $1,500,000)**
   - **Thatcher Company of California (annual FY NTE amount of $1,500,000)**

EXECUTIVE SUMMARY

This agenda item, with City Council consent, approves General Services Agreements with five (5) Contractors (identified above) for the supply and delivery of chemicals used in water treatment at the John Jones Water Treatment Plant, wastewater treatment at the Wastewater Treatment Plant, and associated remote facilities, in compliance with applicable federal, state, and local standards and permitting requirements.

Each Agreement shall expire on December 31, 2028, and shall include an administrative option, by the City Manager or designee, to extend the term for up to an additional two (2) years, subject to satisfactory performance and the availability of budgeted funds.

Funding for these five (5) Agreements will be accounted for through the annual operations and maintenance Enterprise Fund budgets for Water (Fund 511) and Wastewater (Fund 521) as identified above.

BACKGROUND AND LEGISLATIVE HISTORY

As an integral part of its operations, the City of Tracy water and wastewater treatment plants, water production wells, and water reservoirs require various chemicals to disinfect and treat water and wastewater in order to comply with federal, state, and local standards.

On August 13, 2025, staff followed established procedures in accordance with Tracy Municipal Code Section 2.20.180 and issued a Notice Inviting Bids (NIB) to solicit experienced and qualified vendors to provide competitive pricing for the supply and

delivery of chemicals used in water and wastewater disinfection and treatment. Bidders were permitted to select the specific chemicals for which they sought to submit bids, including associated unit pricing.

On September 15, 2025, staff received nine (9) bids for the eleven (11) identified chemicals. During contract negotiations, one bidder (Univar) withdrew their bid for two of the chemicals – Bulk Sodium Hypochlorite and Mini bulk Sodium Hypochlorite.

ANALYSIS

The City of Tracy utilizes bulk chemicals for the disinfection and treatment of water and wastewater, which requires the safe delivery of these chemicals to receiving equipment at various City facilities in compliance with applicable federal, state, and local standards. Most chemical supply firms specialize in and deliver only certain types of chemicals; therefore, the City must procure these chemicals from multiple vendors.

Staff conducted a comprehensive review of all bids received, evaluating vendor expertise and proposal content. Based on cost, response time, specialty, and past performance with the City and/or other agencies, the following five (5) bids and their corresponding rates are recommended for approval by the City Council.

Chemical	Vendor	NTE Amount	Bid Price	Unit
Aqueous Ammonia 19%	Airgas Specialty Products, Inc.	$250,000	$0.90	pound
Clarifloc 4420	Polydyne, Inc.	$1,500,000	$0.79	pound
Clarifloc 6310			$1.59	pound
Clarifloc 9530			$1.95	pound
Clarifloc WE114			$1.95	pound
Liquid Alum	Chemtrade Chemicals US LLC	$1,500,000	$480	dry ton
Liquid blended phosphate	Carus LLC	$250,000	$0.76	pound
Sodium Bisulfite 25%	Thatcher Company of California	$1,500,000	$1.8118	gallon
Sodium Bisulfite 40%			$2.4005	gallon

Each Agreement shall expire on December 31, 2028, and shall include an option to administratively, by City Manager or designee, extend the term for up to an additional two (2) years.

FISCAL IMPACT

There is no change in the fiscal impact. Funding continues to be available in the current and annual ongoing operation Enterprise Fund budgets in both Water (Fund 511) and

Wastewater (Fund 521) for these Agreements.

CEQA DETERMINATION

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

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt five (5) Resolutions approving General Services Agreements with the vendors listed below for the supply and delivery of certain chemicals necessary for water and wastewater treatment. Each agreement shall:

1) Expire on December 31, 2028,
2) Include a not-to-exceed (NTE) amount per fiscal year (FY), and
3) Include an administrative option, by the City Manager or designee, to extend the term for up to two (2) additional years in the amounts specified below.
    - Airgas Specialty Products, Inc. (annual FY NTE amount of $250,000)
    - Carus LLC (annual FY NTE amount of $250,000)
    - Chemtrade Chemicals US LLC (annual FY NTE amount of $1,500,000)
    - Polydyne, Inc. (annual FY NTE amount of $1,500,000)
    - Thatcher Company of California (annual FY NTE amount of $1,500,000)

Prepared by: Aloke Vaid, Wastewater Operation Superintendent
Lea Emmons, Water Operation 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:

A – GSA with Airgas Specialty Products, Inc.
B – GSA with Carus LLC
C – GSA with Chemtrade Chemicals US LLC
D – GSA with Polydyne, Inc.
E – GSA with Thatcher Company of California

CITY OF TRACY
GENERAL SERVICES AGREEMENT

This General Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Airgas Specialty Products, Inc., a Delaware Corporation (**Contractor**). City and Contractor are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain Contractor to provide the supply and delivery of chemical services; and

B. On August 13, 2025, the City issued a Notice Inviting Bids ("NIB") for the Supply and Delivery of Chemicals to the Wastewater and Water Treatment Plants and Remote Facilities for the 2026–2028 period (the "Project"), which included eleven (11) different chemicals. On September 15, 2025, nine (9) bids were received. Contractor was the sole bidder for the Aqueous Ammonia chemical. The City has determined that Contractor possesses the requisite skills, experience, and certifications necessary to provide the required 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: Sarah Bird, Vice President of Sales. 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 the date this Agreement is executed, and end on December 31, 2028, unless terminated in accordance with Section 6.

2.1.1 Option to Extend. 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 $250,000 (two-hundred fifty-thousand dollars) per fiscal year. Pricing is market based and subject to change based on market conditions with 30 days written notice.

3.2 Invoices. Contractor shall submit invoices after each delivery 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, to the extent of Contractor's negligence. 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 and agents; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".

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 04 13) "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. Coverage shall include sudden and accidental pollution.

5.2 Automobile Liability (with coverage at least as broad as ISO form CA 00 01 11 20, for "any auto") occurrence 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 Pollution Liability

5.4.1 Pollution Coverage shall be provided for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 (one million) per claim. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the transport and delivery of chemicals and the removal and transport of used storage containers/totes.

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

5.6 Endorsements. Contractor shall obtain broad form endorsements to the automobile and commercial general liability insurance policies allowing

5.6.1 The City (including its elected officials, officers, employees, agents, and volunteers) to be included as an additional "insured."

5.6.2 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.

5.7 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.

5.8 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.

5.9 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.

5.10 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.

5.11 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 thirty 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

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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

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

To Contractor:

Airgas Specialty Products, Inc.
Attn: April Bode, Contract Manager
2530 Sever Rd, Suite 300
Lawrenceville, GA 30043

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

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by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances. Contractor warrants that, at the time of delivery, all gas Products furnished hereunder will comply with Compressed Gas Association (CGA) guidelines. Contractor specifically disclaims any other express or implied standards, guarantees, or warranties that may be alleged to arise as a result of custom or usage. Contractor makes no warranties of any kind of any technical advise provided by Contractor to City and assumes no obligation or liability for any such technical advice with reference to the use of products and all such advice if given or accepted is at City's sole risk.

14.2 Excuse of Performance. Contractor shall not be liable for failure to perform if prevented by circumstances beyond its reasonable control.

14.3 Allocation. If sufficient Product is not available from Contractor's normal source of supply for any reason, Contractor may allocate Product among its own requirements and its customers. Contractor will make reasonable efforts to obtain additional Product from other sources, provided City shall pay all additional costs associated with such Product. Allocation in regard to this Section will completely satisfy and discharge Contractor's supply obligations and Contractor will, therefore, not be deemed to be in breach of such obligations.

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

14.5 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.

14.6 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.

14.7 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.

14.8 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.

14.8.1 Hazardous Materials. To the extent caused by Contractor's negligence**,** Contractor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled during the performance t of their services.

14.8.2 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.).

14.9 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.

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14.10 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.

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

14.12 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.

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

14.14 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.

14.15 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. Limitation of Liability. Notwithstanding the foregoing, neither Seller nor Seller's suppliers of products ("Seller's Suppliers") shall be liable for indirect, special, incidental, consequential and/or punitive damages.

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

[SIGNATURES ON FOLLOWING PAGE]

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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

AirGas Specialty Products, Inc.

David Richardson
By: David Richardson

Title: President

Date: 2/2/2026

Federal Employer Tax ID No. 20-2529374

Richard Thompsen
By: Richard Thompsen

Title: Vice President of Finance

Date: 2/2/2026

Exhibits:

A Scope of Work, including personnel and time of performance (See Agreement sections 1 and 2.)

B Compensation (See Agreement section 3.)

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EXHIBIT A - Scope of Work

Contractor shall supply and deliver the chemical below to John Jones Water Treatment Plant, City of Tracy Wastewater Treatment Plant, and remote facilities.

AQUA AMMONIA

a. *General*
   i. The aqua ammonia delivered under this agreement shall contain a minimum of 19% ammonia.
   ii. Must meet certification standard NSF60 for direct additives for drinking water.

b. *Quantity*
   i. The City does not guarantee either a minimum amount or restrict the maximum amount to be delivered.
   ii. It is the intent of this agreement to require the Contractor to furnish all the City's aqua ammonia requirements.

c. *Delivery*
   i. The Contractor shall make deliveries upon request in shipments of 2,500 gallons at the WTP and 3,000 gallons at the WWTP. Deliveries under 2500 gallons are subject to additional delivery charges.
   ii. It is the Contractor's responsibility to ensure that the correct hose connection is provided. Failure to do so will result in a failed delivery, and the City will not be responsible for any fees associated with a delivery failure caused by the Contractor.

d. *Placement of Order*
   i. The City shall notify the Contractor of a minimum of four (4) days is advance of the requirements for each delivery.

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EXHIBIT B - Compensation

Compensation is based upon the amount of chemicals delivered (in pounds). Pricing is market based and subject to change based on market conditions with 30 days' written notice. The pricing is as follows:

Aqueous Ammonia 19% - $0.90 per pound.

For any delivery with an actual weight under 3,676.50 pounds, the Contractor shall invoice the City using a flat weight of 3,676.50 pounds.

CITY OF TRACY
GENERAL SERVICES AGREEMENT

This General Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Carus LLC, a Delaware limited liability company (**Contractor**). City and Contractor are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain Contractor to provide the supply and delivery of chemical services to the John Jones Water Treatment Plant, Wastewater Treatment Plant, and remote facilities.

B. On August 13, 2025, the City issued a Notice Inviting Bids (NIB) for the Supply and Delivery of Chemicals to the Wastewater and Water Treatment Plants and Remote Facilities 2026-2028 (**Project**), which included eleven (11) different chemicals. On September 15, 2025, nine (9) bids were received. Contractor was the lowest and most responsible bidder for Blended Liquid Phosphate chemical. 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: M. Chryss Crockett, Sr. VP/CFO**.** 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 the date this Agreement is executed, and end on December 31, 2028, unless terminated in accordance with Section 6.

2.1.1 Option to extend: 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 $250,000 (two-hundred fifty-thousand dollars) per fiscal year. Effective July 1, 2027, Contractor billing rates under this Agreement may be annually increased in July of each year based on the following market indicators: Consumer Price Index – All Items, for the Sacramento Metropolitan Region over the preceding 12 months; Producer Price Index (PPI, Finished Goods) over the preceding 12 months; and/or documented written notifications from raw materials suppliers indicating a price increase affecting the Contractor's costs. 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 **Pollution Liability**

5.5.1 Pollution Coverage shall be provided for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 (one million) per claim. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the transport and delivery of chemicals and the removal and transport of used storage containers/totes.

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

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

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

5.6.2 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.

5.7 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.

5.8 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.

5.9 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.

5.10 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.

5.11 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:	To Contractor:

City of Tracy
Attn: Assistant Director of Utilities
3900 Holly Drive
Tracy, CA 95304

Carus LLC
Attn: M. Chriss Crockett, Sr. VP / CFO
315 5th Street
Peru, IL 61354

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

_____
By: Dan Arriola
Title: Mayor, City of Tracy

Date: _____

Attest:

_____
April B. A. Quintanilla, City Clerk

Approved as to form:

_____
L. David Nefouse, City Attorney

Carus LLC, a Delaware Limited Liability Company

M. Chryss Crockett
By: M. Chryss Crockett
Title: Sr. VP / CFO

Date: January 5, 2026

Federal Employer Tax ID No. 36-0877400

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 provide the following chemicals as needed for the John Jones Water Treatment Plant, Wastewater Treatment Plant, and remote facilities:

BLENDED LIQUID PHOSPHATE

a. General

The phosphate supplied must be effective in the corrosion inhibition of iron, lead and copper in the systems served by the City to the extent that the maximum contaminant levels (MCL) for iron, lead and copper will be met as established by E.P.A. guidelines in effect January 1, 1993. The material shall also successfully sequester the soluble manganese in the finished water leaving the City of Tracy Water Treatment Plant for the full time the water passes through the distribution system. The intent of these specifications is to ensure that the phosphate as supplied by the successful bidder will perform the intended function in the distribution system without in any way upsetting the system thereby posing a threat to the public health and safety or end user property.

The liquid phosphate is to be used for the maintenance of the distribution system, used in the conveying of water for manufacturing and domestic uses, and it must be suitable for this purpose.

b. Quality

The liquid phosphate product must conform to the following specifications:

i. Liquid phosphate supplied must be certified to meet NSF Standard 60, Direct Additives for Drinking Water and must meet all minimum standards established by E.P.A., A.W.W.A., and the California Department of Health and Environment, Division of Water Supply and NSF Standard 60 for Potable water.
ii. The product provided under the term of this bid must be a blend of potassium and sodium ortho/polyphosphate salts in an aqueous solution.
iii. Product shall contain active ingredients consisting of orthophosphate and polyphosphate. The product's active ingredients shall be within a range of a ratio of 1:1 to 2.5:1 polyphosphate to orthophosphate by weight. The product shall be stable, and the orthophosphate content shall not increase by 10% by weight of the active ingredients during storage for 120 days.
iv. Provider shall specify the percentage by weight and name of the most active ingredient(s) for corrosion inhibition and sequestering. This percentage will be maintained constant throughout the contract period and will be checked periodically by utility personnel or their representatives using a method chosen by the City. The ratio of active polyphosphate to active orthophosphate and the percentage of total active phosphate of the product by weight will be clearly stated in the bid.
v. Product shall meet the following technical specifications:

- Color: Clear, no visible solids
- Specific Gravity: 1.35 - 1.42 @ 20 C
- Weight/gallon: 11.0 - 12.0 lbs.
- pH: 5.7 - 6.7
- PO_4 Content % Active

vi. Company must have experience in three (3) major cities. Product must meet E.P.A. specifications and may not contain any metals that would cause violations to any section of the City's restrictions by the Safe Drinking Water Act, Clean Water Act (NPDES permits) or State and local laws. Product must not contain zinc.

vii. Sequesters by forming a ring structure around the ion thus blocking the reactive site from any further chemical reactions.

viii. Cleans scale and tuberculation from within the distribution system molecule by molecule through the same electromagnetic process.

ix. Provides cathodic inhibiting ability by producing a thin (one molecule thick) protective coating on interior pipe surfaces. This coating remains impervious to oxygen and provides an effective electrolytic insulator thus reducing problems of oxidation and metallic corrosion.

x. Product must be compatible with the present feed system.

xi. Successful bidder must include in his bid the cost of furnishing corrosion coupons of mild steel to be installed at locations designated by the City for monitoring of corrosion rate. Coupons are to be furnished and evaluated by an independent testing laboratory acceptable to the City. The number of coupons required will be one hundred (100). Coupons must be furnished at bidder's cost including laboratory analysis for the entire term of the contract. Verification of analyses may be done by the City of Tracy at their discretion.

xii. A typical analysis sheet shall be furnished with each proposal, showing a detailed description of the product including active ingredients and percentages by weight. A SDS for the product will also be provided.

c. Quantity

i. The estimated requirements for blended liquefied phosphate as listed on the "Schedule of Prices" will vary with the actual demands of the City.

ii. The estimated requirements are given for information purposes only and shall not be deemed to guarantee either a minimum amount or restrict the maximum amount to be furnished.

iii. It is the intent of this agreement to require the Contractor to furnish all the City's blended liquefied phosphate requirements.

iv. Neither an under run, regardless of extent, nor and overrun, regardless of extent, in the actual quantity delivered compared to the estimated quantity shall entitle the Contractor to an adjustment on the unit price nor to any other compensation.

d. Delivery

i. The contractor shall ship the liquid phosphate in tanker trucks. The City typically orders a full load of 33,000 pounds.

ii. Delivery shall be pumped into a tank on site in quantities that can be practically weighed, delivered, and stored. Bidders will specify the quantity and methods of delivery, measurement, and storage requirements.

iii. In all alternatives the seller will be solely responsible for the proper storage and stability of the product for the complete term of the contract or until the product is used, whichever is longer. Bidders are encouraged to discuss potential delivery and storage proposals with the City of Tracy's Plant Supervisor prior to submission to ensure that the method is practical and acceptable to the City.

iv. The tanker trucks used to deliver the product shall be dedicated for delivery of the bid product or essentially similar products and equipped with fittings for air unloading or shall have its own pump and discharge base as necessary for unloading. All tanker truck deliveries must be weighed on a certified scale within three hours of delivery, for the gross weight, and weighed again after delivery, within three hours, to obtain the tare weight. The gross weight ticket must be attached to the receiving ticket at the time of delivery and the tare weight ticket must be sent to the City of Tracy John Jones Water Treatment Plant, 6649 S. Tracy Boulevard, Tracy, CA 95377 within one week. If there is any cost involved in weighting, it will be borne by the Seller.

v. Technical, on-site assistance will be provided by the successful bidder throughout the period of the bid. During the ninety (90) day trial period, the supplier will be responsible for providing assistance in maintaining the dosage recommended by the supplier in our effort to continue the cleaning and coating program presently underway, without upsetting the distribution system.

vi. Should the trial period end successfully, the product supplier will make quarterly on- site visits to the plant to assist the City staff in maintaining optimal feed rates and product supply.

vii. As soon as the Contractor receives an order from the Purchaser for the delivery of liquid phosphate, the Contractor must immediately acknowledge receipt of the order and advise the City of when the phosphate will be shipped, as it is important that the City know that the order has been received by the Contractor and that shipment will be made.

viii. There must not be any delay in shipments when ordered, and the Seller must do all in his power to secure prompt deliveries. All bills of lading, shipping notices, etc., must be forwarded to the City on date shipment is made.

ix. The liquid phosphate, when received, will be subject to the inspection of the City as to its general and specific compliance with these specifications. Should the phosphate be found other than specified, or not satisfactory for the purpose intended, the City shall have the right and privilege to reject the liquid phosphate or to cancel the entire contract. Should any liquid phosphate be rejected by the City, it must be removed from the property of the City within seven days after notification. Should there be any cost of handling, unloading, or loading of the rejected phosphate, the cost of same is to be paid

by the Seller.

x. The Seller must furnish and make continuous and uninterrupted deliveries of the liquid phosphate in accordance with these specifications, both as to quality and quantity, it being understood that it is necessary for the City to have a continuous and uninterrupted supply of liquid phosphate for use in the treatment of water.

e. Spillage
   i. All discharge connections and hose ends shall be plugged, capped, blind flanged, or contained to prevent any spillage of liquid alum.
   ii. The Contractor shall be notified immediately of any spillage that is not cleaned up by the truck driver.
   iii. Any spillage not cleaned up within 4 hours of notification will be cleaned up by City personnel, or contracted personnel, at a minimum charge of $450.00 or cost-plus 15 percent, whichever is greater, and shall be billed to the Contractor.

DELIVERY TERMS AND CONDITIONS

a. All products shall be delivered as directed by the CITY to the designated storage areas, equipment, containers, or processing systems at each facility. Deliveries must be made in full compliance with all applicable local, State, and Federal regulations, including but not limited to those enforced by OSHA (Occupational Safety and Health Administration).
b. The Contractor shall make all chemical deliveries between the hours of 6:00 AM and 3:00 PM, Monday through Friday. Deliveries outside of these designated hours will not be permitted unless prior approval is granted by the CITY.
c. In the event of unanticipated or special circumstances that prevent delivery during the specified timeframe, the Contractor shall immediately notify the CITY. The CITY, at its sole discretion, may authorize an alternate delivery time on a case-by-case basis.
d. The Contractor shall ensure that all deliveries are made safely and efficiently, minimizing disruption to facility operations and adhering to all site-specific safety protocols.
e. It is solely the Contractor's responsibility to ensure that the hose connection size is correct. The City is not liable for any delivery fees if the Contractor provides the wrong connection size, resulting in a failed delivery.
f. The CITY reserves the right to add or delete delivery locations within the City of Tracy city limits as required to meet operational needs. Contractor shall not impose any zone price differential or additional charges for deliveries to these locations.
g. Contractor shall not charge CITY for any weighmaster fees or similar surcharges related to the delivery of products.
h. All deliveries shall be made F.O.B. to the locations by the CITY. No delivery charges of any kind shall be invoiced to the CITY.
i. Marking and packing of all chemicals shall be in accordance with all applicable Department of Transportation (DOT) safety regulations and labeling standards.

DELIVERY LOCATIONS

Contractor agrees to furnish products at one or more of the following locations:

Wastewater Treatment Plant	**John Jones Water Treatment Plant**	**Water Supply, Well, and Booster Sites**
3900 Holly Drive Tracy, CA 95304	6649 S. Tracy Blvd Tracy, CA 95377	Locations vary (Sodium Hypochlorite only)

EXHIBIT B - Compensation

Compensation is based upon the amount of chemicals delivered. The pricing is as follows:

- Blended Liquid Phosphate
    - $0.76 per pound

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CITY OF TRACY
GENERAL SERVICES AGREEMENT

This General Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Chemtrade Chemicals US LLC, a Delaware Limited Liability Company (**Contractor**). City and Contractor are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain Contractor to provide supply and delivery of chemical services to the John Jones Water Treatment Plant, City of Tracy Wastewater Treatment Plant, and remote facilities.

B. On August 13, 2025, the City issued a Notice Inviting Bids ("NIB") for the Supply and Delivery of Chemicals to the Wastewater and Water Treatment Plants and Remote Facilities for the 2026–2028 period (the "Project"), which included eleven (11) different chemicals. On September 15, 2025, nine (9) bids were received. Contractor was the sole bidder for the liquid aluminum sulfate chemical. The City has determined that Contractor possesses the requisite skills, experience, and certifications necessary to provide the required 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: Elizabeth Ryno, Bid Specialist**.** 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 the date this Agreement is executed, and end on December 31, 2028, unless terminated in accordance with Section 6.

2.1.1 OPTION TO EXTEND. 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.

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3.1 Not to Exceed Amount. Contractor's total compensation under this Agreement shall not exceed $1,500,000 (one-million five-hundred thousand dollars) per fiscal year. Effective July 1, 2027, Contractor billing rates under this Agreement may be annually increased in July of each year based on the following market indicators: 1) Producer Price Index (PPI) for Chemicals and Allied Products – Water Treating Compounds (not seasonally adjusted) over the preceding 12 months; and/or documented written notifications showing the direct impact of tariffs on raw materials costs that materially affect the Contractor's costs. 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 **Pollution Liability**

5.5.1 Pollution Coverage shall be provided for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 (one million) per claim. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the transport and delivery of chemicals and the removal and transport of used storage containers/totes.

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

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

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

5.6.2 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.

5.7 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.

5.8 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.

5.9 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.

5.10 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.

5.11 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.

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To City:	To Contractor:

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City of Tracy
Attn: Assistant Direct of Utilities
3900 Holly Drive
Tracy, CA 95304

Chemtrade Chemicals US, LLC.
Attn: Elizabeth Ryno, Bid Specialist
90 East Halsey Road, Suite 200
Parsippany, NJ 07054

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.

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

[SIGNATURES ON FOLLOWING PAGE]

Docusign Envelope ID: 8837CF20-D301-4D67-A247-625804252E13

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

Chemtrade Chemicals US, LLC

Signed by:
Elizabeth Ryno
1E4DFBD5D7E44D8...
By: Elizabeth Ryno
Title: Bid Specialist

Date: 1/2/2026 | 10:17 AM PST

Federal Employer Tax ID No. 74-3104940

Exhibits:

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

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EXHIBIT A - Scope of Work

Contractor shall provide the following chemicals as needed for the John Jones Water Treatment Plant:

Liquid Aluminum Sulfate

a. General
   i. The liquid alum shall conform to the American Water Works Association (AWWA) Standard for Liquid Alum, B403-70, or the most current revision thereof, except as modified or supplemented herein.
   ii. It is the Contractor's responsibility to conduct a site visit to determine the appropriate hose connection size. If the Contractor fails to provide the correct hose connection size, the City will not be responsible for any associated delivery charges.

b. Quality
   i. Liquid alum shall contain no substances in quantities capable of producing deleterious or injurious effects upon the health of those consuming the water to which the liquid alum has been added or causing water so treated to fail to meet the requirements of the California Domestic Water Quality and Monitoring Regulations.
   ii. The liquid alum delivered under this agreement shall contain 8.3+0.2 percent at water soluble $A1_2O_3$.

c. Affidavit of Compliance
   i. The Contractor shall submit an affidavit of compliance with these specifications for each delivery of liquid alum as delivered to the City's storage tanks.
   ii. The affidavit of compliance shall contain:
      - Percent by weight of $A1_2O_3$.
      - Pounds of dry alum per gallon.

d. Certified Laboratory Report
   i. A certified laboratory report shall be submitted for the first liquid alum delivery to the City and when a significant change occurs in the Contractor's manufacturing process. This report shall contain the following information:
      - $A1_2O_3$
      - Fe_2O_3
      - Foreign sulfates
      - Excess water soluble $A1_2O_3$
      - Suspended matter
      - Pounds of dry alum per gallon
   ii. Charges for the certified laboratory report to meet NSF Standard 60 shall be included in the bid price.

e. Quantity
   i. The City does not guarantee any minimum amount of liquid aluminum sulfate amount.

f. Delivery
   The Contractor shall make deliveries of liquid alum upon request in single-unit cargo trailers of 4,000-gallon capacity in 4,000-gallon shipments (approximately 25 tons wet basis).

g. Cargo Trailers Condition
   All cargo trailers and appurtenant valves used for the delivery of the liquid alum, under

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this agreement, shall be in good mechanical order and shall be in full compliance with the applicable requirements of the Hazardous Material Regulations of the Department of transportation, code of Federal Regulations, as currently issued.

h. Safety Requirement

Truck drivers should wear the appropriate protective face and body apparel, as required by the California Occupational Safety and Health Act, when unloading the liquid alum.

i. Spillage

i. All discharge connections and hose ends shall be plugged, capped, blind flanged, or contained to prevent any spillage of liquid alum.
ii. The Contractor shall be notified immediately of any spillage that is not cleaned up by the truck driver.
iii. Any spillage not cleaned up within 4 hours of notification will be cleaned up by City personnel, or contracted personnel, at a minimum charge of $450.00 or cost-plus 15 percent, whichever is greater, and shall be billed to the Contractor.

j. Placement of Orders

The City shall notify the Contractor of a minimum of seven (7) calendar days in advance of the requirements for each delivery.

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EXHIBIT B - Compensation

Compensation is based upon the amount of chemical delivered (in dry ton). The pricing is as follows:

- Liquid Aluminum Sulfate
  - $480 per dry ton

CITY OF TRACY
GENERAL SERVICES AGREEMENT

This General Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Polydyne, Inc., a Delaware Corporation (**Contractor**). City and Contractor are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain Contractor to provide chemicals and delivery services to the John Jones Water Treatment Plant and City of Tracy Wastewater Treatment Plant.

B. On August 13, 2025, the City issued a Notice Inviting Bids ("NIB") for the Supply and Delivery of Chemicals to the Wastewater and Water Treatment Plants and Remote Facilities for the 2026–2028 period (the "Project"), which included eleven (11) different chemicals. On September 15, 2025, nine (9) bids were received. Contractor was the sole bidder for four (4) Clarifloc chemicals. The City has determined that Contractor possesses the requisite skills, experience, and certifications necessary to provide the required 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: Boyd Stanley, 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 the date this Agreement is executed, and end on December 31, 2028, unless terminated in accordance with Section 6.

2.1.1 Option to Extend. 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 $1,500,000 (one-million five-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 Pollution Liability

5.4.1 Pollution Coverage shall be provided for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 (one million) per claim. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the transport and delivery of chemicals and the removal and transport of used storage containers/totes.

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

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:	To Contractor:
City of Tracy	Polydyne, Inc.
Attn: Assistant Director of Utilities	Attn: Boyd Stanley, Senior Vice President
3900 Holly Drive	1 Chemical Plant Road

Tracy, CA 95304 Riceboro, GA 31323

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.

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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.

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

By: Dan Arriola

Title: Mayor, City of Tracy

Date: _____

Attest:

April B. A. Quintanilla, City Clerk

Approved as to form:

L. David Nefouse, City Attorney

Polydyne, Inc., a Delaware Corporation

By: Boyd Stanley

Title: Senior Vice President

Date: 1/6/2026

Federal Employer Tax ID No. 34-1810283

By: Mark Schlag

Title: Chief Financial Officer

Date: 1/6/2026

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 provide the following chemicals as needed to the John Jones Water Treatment Plant, Wastewater Treatment Plant, and remote facilities.

LIQUID CATIONIC POLYMER (CLARIFLOC C-4420)

a. *Quality*
   i. The liquid cationic polymer shall contain no substances in quantities capable of producing deleterious or injurious effects upon the health of those consuming the water to which the liquid cationic polymer has been added or causing water so treated to fail to meet the requirements of the California Domestic Water Quality and Monitoring Regulations.
   ii. The liquid cationic polymer delivered under this agreement shall conform to the following:
      - USEPA approved for use in potable water at dosages up to 50mg/1
      - Free of biological contamination; and
      - No more than 5mg/l iron.
      - Liquid polymers delivered to the Wastewater Treatment Plant need not meet potable water standards.

b. *Affidavit of Compliance*
   i. The Contractor shall submit an affidavit of compliance with the following specifications for each delivery of liquid cationic polymer as delivered to the John Jones Water Treatment Plant bulk storage tanks.
   ii. The affidavit of compliance shall contain:
      - Percent active polymer
      - Pounds per gallon
      - Date of manufacture.

c. *Certified Laboratory Report*
   i. A certified laboratory report to meet NSF Standard 60 shall be submitted for the first liquid cationic polymer delivery to the John Jones Water Treatment Plant and when a significant change occurs in the Contractor's manufacturing process. This report shall contain the following:
      - Percent active polymer
      - Pounds per gallon
      - Date of manufacture
      - Specific gravity
      - Iron content
      - pH
   ii. Charges for the certified laboratory reports shall be included in the bid price.

d. *City Approved Cationic Polymers*

   The following are the only currently City-approved cationic polymers to be used in the Wastewater and Water Treatment Plants:

Manufacturers	Products
Calgon Corporation	Cat Floc-T, Cat Floc-C, Cat Floc-T2, Cat
Floc-C2 Nalco	Nalco 8102, Nalco E-792
Allied Colloids Inc.	Percol 775, 778
Polydyne	C – 4420

e. Qualification Requirements for City Approval

To achieve City approval, for future bid purposes, a prospective Contractor's liquid cationic polymer shall meet the following requirements:

i. All the requirements of these specifications.

ii. Performance criteria established by the City:

- A screening evaluation conducted on a laboratory scale, performed by City personnel. The Contractor shall furnish at least 100 ml of liquid cationic polymer for this evaluation.
- If the laboratory evaluation demonstrates the liquid cationic polymer to be effective, under laboratory condition, then a plant-scale evaluation shall be performed.
- For the plant-scale evaluation, the prospective Contractor shall furnish liquid cationic polymer in the amount established by the City to be able to run the evaluation for a seven (7) day run supplied at prospective Contractor cost. Also, to re-evaluate if process conditions warrant; for example: if major changes occur in nature of feed solids.
- Performance evaluations shall be performed at the convenience of the City and may be witnessed by the prospective Contractor.
- A copy of the City's performance evaluation procedure shall be furnished on request.

iii. No prospective liquid cationic polymer shall be screened at the John Jones Water Treatment Plant without introduction by prospective Contractor personnel.

f. Quantity

i. The estimated requirements for liquid cationic polymer, as listed on the "Request for Bid", will vary with the demands of the City.

ii. The established requirements are given for information purposes only and shall not be deemed to guarantee either a minimum amount or restrict the maximum amount to be delivered.

iii. It is the intent of this agreement to require the Contractor to furnish all the City's liquid cationic polymer requirements.

iv. Neither an under run, regardless of extent, nor an overrun, regardless of extent, in the actual quantity delivered compared to the estimated quantity shall entitle the Contractor to an adjustment in the unit price or to any other compensation.

g. Delivery

i. The Contractor shall make deliveries of liquid cationic polymer upon request, in single- unit cargo trailers of approximately 2500-gallon.

ii. The Contractor shall make the delivery within seven (7) days after notification.

iii. The cargo trailers used for delivering liquid cationic polymer shall be either stainless steel or lined especially to handle liquid cationic polymers.
iv. Scale charges shall be included in the bid price.

h. Condition of Cargo Trailers

All cargo trailers and appurtenant valves used for the delivery of the liquid cationic polymer, under this agreement, shall be in good mechanical order and shall be in full compliance with the applicable requirements of the Hazardous Materials Regulations of the Department of Transportation, Code of Federal Regulations, as currently issued.

i. Safety Requirements

Truck driver shall wear the appropriate protective face and body apparel, as required by the California Occupational Safety and Health Act, when unloading the liquid cationic polymer.

j. Spillage

i. All discharge connections and hose ends shall be plugged, capped blind flanged, or contained to prevent any spillage of liquid cationic polymer.
ii. The Contractor shall be notified immediately of any spillage that is not cleaned up by the truck driver.
iii. Any spillage not cleaned up within 4 hours of notification will be cleaned up by City personnel, or contracted personnel, at a minimum charge of $450.00 or cost-plus 15 percent, whichever is greater, and shall be billed to the Contractor.
iv. Safety Data Sheets (SDS) must be supplied with initial shipment.

k. Placement of Orders

The City shall notify the Contractor a minimum of five (5) days in advance of the requirements for each delivery.

<u>30% NON-IONIC LIQUID POLYACRYLAMIDE (CLARIFLOC N-6310)</u>

The product must meet NSF 60 certification for potable water treatment.

a. Affidavit of compliance shall contain:

i. Percent active polymer
ii. Pounds per gallon
iii. date of manufacturer

l. Certified laboratory report:

i. certification for NSF 60 use for potable water treatment
ii. include maximum dosage for potable water.
iii. specific gravity
iv. iron content
v. pH

m. Delivery

i. 250-gallon stackable totes.
ii. Vendor to include pickup of empty totes in bid quotation.
iii. delivery must include product SDS safety sheet.

n. Physical properties;
   i. viscous form
   ii. milky color
   iii. odor aliphatic
   iv. pH 6- 8 @ 5g/l

CLARIFLOC WE-114 POLYMER (Or approved equal)

a. Affidavit of compliance shall contain:
   i. Percent active polymer
   ii. Pounds per gallon
   iii. date of manufacturer

b. Certified laboratory report
   i. include maximum dosage wastewater effluent
   ii. specific gravity
   iii. pH

c. Delivery
   i. 270-to-330-gallon stackable totes.
   ii. Vendor to include pickup of empty totes in bid quotation.
   iii. delivery must include product SDS safety sheet.
   iv. The delivery site does not have a loading bay.
   v. The delivery site typically has a forklift available for offload, however the transport must be equipped with a lift gate and pallet jack and capable of offloading the container onto level ground behind the truck.

d. Physical properties
   i. viscous form
   ii. milky color

CLARIFLOC WE-907 POLYMER (Or approved equal)

o. Affidavit of compliance shall contain:
   i. Percent active polymer
   ii. Pounds per gallon
   iii. date of manufacturer

p. Certified laboratory report;
   i. include maximum dosage wastewater effluent
   ii. specific gravity
   iii. pH

q. Delivery
   i. 270 to 330-gallon stackable totes.
   ii. Vendor to include pickup of empty totes in bid quotation.
   iii. Delivery must include product SDS safety sheet.
   iv. The delivery site does not have a loading bay.
   v. The delivery site typically has a forklift available for offload, however the transport must be equipped with a lift gate and pallet jack and capable of offloading the

container onto level ground behind the truck.

r. Physical properties

i. viscous form
ii. milky color

EXHIBIT B - Compensation

Compensation is based upon the amount of chemicals delivered (in pounds). The pricing is as follows:

- Liquid Cationic Polymer (CLARIFLOC C-4420)
  - $0.79 per pound
- 30% Non-Ionic Liquid Polyacrylamide (CLARIFLOC N-6310)
  - $1.59 per pound
- CLARIFLOC WE-114 Polymer (or approved equal)
  - $1.95 per pound
- CLARIFLOC WE-907 Polymer (or approved equal)
  - $1.95 per pound

CITY OF TRACY
GENERAL SERVICES AGREEMENT

This General Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Thatcher Company of California, Inc., a California corporation (**Contractor**). City and Contractor are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain Contractor to provide chemical supplies and delivery services to the Wastewater Treatment Plant and remote facilities.

B. On August 13, 2025, the City issued a Notice Inviting Bids ("NIB") for the Supply and Delivery of Chemicals to the Wastewater and Water Treatment Plants and Remote Facilities for the 2026–2028 period (the "Project"), which included eleven (11) different chemicals. On September 15, 2025, nine (9) bids were received, two (2) bids were received for the chemical Sodium Bisulfite. The City determined that Contractor possesses the requisite skills, experience, and certifications necessary to provide required supply and delivery services for this chemical.

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: Jayson J. Stenquist**.** 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 the date this Agreement is executed and end on December 31, 2028, unless terminated in accordance with Section 6.

2.1.1 Option to Extend. 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 $1,500,000 (one million five-hundred thousand dollars) per fiscal year. Effective July 1, 2027, Contractor's billing rates under this Agreement may be annually increased in July of each year based on the following market indicators including the Green Markets report for the Sulfur index, utilizing Vancouver c (contract) low (value at time of bid at $275/MT on 9/19/2025) and the U.S. On-Highway Diesel Fuel Prices for the freight costs. 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 Pollution Liability

5.5.1 Pollution Coverage shall be provided for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 (one million) per claim. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the transport and delivery of chemicals and the removal and transport of used storage containers/totes.

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

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

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

5.6.2 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.

5.7 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.

5.8 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.

5.9 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.

5.10 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.

5.11 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:
Thatcher Company of California, Inc.
Attn: Michael Mitchell, President
P.O. Box 27407
Salt Lake City, UT 84127

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

Thatcher Company of California, Inc., a California Corporation

By: Michael T. Mitchell
Title: President

Date: February 27, 2026

Federal Employer Tax ID No. 95-2944197

By: Steven F. Hensley
Title: C.F.O.

Date: February 27, 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 provide the following chemicals as needed to the Wastewater Treatment Plant, and remote facilities.

25% LIQUID SODIUM BISULFITE

Wastewater Treatment Plant – Bulk Supply/Delivery in Winter Months

a. *Quantity*
   i. The estimated requirements for liquid sodium bisulfite will vary based on seasonal demand.
   ii. A reasonable estimate for liquid sodium bisulfite would be 50,000 gallons per year to meet the requirements of the City.
   iii. The estimated requirements are given for information only and shall not be deemed to guarantee either a minimum or restrict the maximum amount to be delivered.
   iv. It is the intent of this agreement to require the contractor to furnish the entire City's requirement for liquid sodium bisulfite.
   v. Neither an over run nor an under run, regardless of the extent in the actual quantity delivered compared to the estimated quantity shall entitle the contractor to an adjustment in the unit price nor to any other compensation.
b. *Spillage*
   i. All discharge connections and hose ends shall be plugged, capped, blind flanged, or contained to prevent any spillage of sodium bisulfite.
   ii. The Contractor shall be notified immediately of any spillage that is not cleaned up by the truck driver.
   iii. Any spillage not cleaned up within 4 hours of notification will be cleaned up by City personnel, or contracted personnel, at a minimum charge of $450.00 or cost-plus 15 percent, whichever is greater, and shall be billed to the Contractor.

40% LIQUID SODIUM BISULFITE

Wastewater Treatment Plant – Bulk Supply/Delivery in Summer Months

a. *Quantity*
   i. The estimated requirements for liquid sodium bisulfite will vary based on seasonal demand.
   ii. A reasonable estimate for liquid sodium bisulfite would be 35,000 gallons per year to meet the requirements of the City.
   iii. The estimated requirements are given for information only and shall not be deemed to guarantee either a minimum or restrict the maximum amount to be delivered.
   iv. It is the intent of this agreement to require the contractor to furnish the entire City's requirement for liquid sodium bisulfite.

v. Neither an over run nor an under run, regardless of the extent in the actual quantity delivered compared to the estimated quantity, shall entitle the contractor to an adjustment in the unit price nor to any other compensation.

b. Spillage

i. All discharge connections and hose ends shall be plugged, capped, blind flanged, or contained to prevent any spillage of sodium bisulfite.

ii. The Contractor shall be notified immediately of any spillage that is not cleaned up by the truck driver.

iii. Any spillage not cleaned up within 4 hours of notification will be cleaned up by City personnel, or contracted personnel, at a minimum charge of $450.00 or cost-plus 15 percent, whichever is greater, and shall be billed to the Contractor.

EXHIBIT B - Compensation

Compensation is based upon the amount of chemicals delivered. The pricing is as follows:

- Sodium Bisulfite 25%
  - Price per gallon delivered - $1.8118
- Sodium Bisulfite 40%
  - Price per gallon delivered - $2.4005

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2026-_____

---

1) APPROVING A GENERAL SERVICES AGREEMENT WITH AIRGAS SPECIALTY PRODUCTS, INC. FOR THE SUPPLY AND DELIVERY OF CHEMICALS REQUIRED FOR WATER AND WASTEWATER TREATMENT AND DISINFECTION, IN A NOT-TO-EXCEED AMOUNT OF $250,000, WITH AN EXPIRATION DATE OF DECEMBER 31, 2028; AND

2) AUTHORIZING AN ADMINISTRATIVE OPTION, BY THE CITY MANAGER OR DESIGNEE, TO EXTEND THE TERM FOR UP TO TWO (2) ADDITIONAL YEARS, CONTINGENT UPON SATISFACTORY PERFORMANCE AND THE AVAILABILITY OF BUDGETED FUNDS.

WHEREAS, to ensure the safe, reliable, and regulatory-compliant operation of its water and wastewater treatment plants, the City of Tracy requires a continuous supply and delivery of bulk chemicals (hereinafter "Services"); and

WHEREAS, on August 13, 2025, staff followed established procedures in accordance with Tracy Municipal Code Section 2.20.180 and issued a Notice Inviting Bids for the Supply and Delivery of Chemicals for the years 2026–2028 to solicit experienced and qualified vendors to provide the Services at competitive prices; and

WHEREAS, bidders were permitted to select the specific chemicals for which they sought to submit bids, including associated unit pricing; and

WHEREAS, on September 15, 2025, staff received nine (9) bids for eleven (11) identified chemicals. During contract negotiations, one bidder withdrew its bid for two chemicals—Bulk Sodium Hypochlorite and Mini-Bulk Sodium Hypochlorite; and

WHEREAS, five (5) qualified bidders were selected based on competitive pricing, responsibility, professional qualifications, competence, and demonstrated ability to provide the required chemicals and Services. Airgas Specialty Products, Inc. ("Contractor") was one of the five (5) selected bidders; and

WHEREAS, City staff negotiated a General Services Agreement with Contractor for the Services in a not-to-exceed amount of $250,000 (two hundred fifty-thousand), with an expiration date of December 31, 2028, and an option to administratively extend the Agreement for up to two (2) additional years, subject to satisfactory performance and approval 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 Airgas Specialty Products, Inc. for the Services, with an expiration date of December 31, 2028, and a not-to-exceed amount of $250,000 per fiscal year; and be it further

RESOLVED: That the City Council authorizes the City Manager, or designee, to administratively extend the Agreement for up to two (2) additional years, contingent upon satisfactory performance and the availability of budgeted funds; and be it further

RESOLVED: That the City Council finds that the actions taken herein are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines, as the approval does not constitute a project.

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

The foregoing Resolution 2026-_____ was adopted by the Tracy City Council on the 17th of March, 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

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2026-_____

---

1) APPROVING A GENERAL SERVICES AGREEMENT WITH CARUS LLC. FOR THE SUPPLY AND DELIVERY OF CHEMICALS REQUIRED FOR WATER AND WASTEWATER TREATMENT AND DISINFECTION, IN A NOT-TO-EXCEED AMOUNT OF $250,000, WITH AN EXPIRATION DATE OF DECEMBER 31, 2028; AND

2) AUTHORIZING AN ADMINISTRATIVE OPTION, BY THE CITY MANAGER OR DESIGNEE, TO EXTEND THE TERM FOR UP TO TWO (2) ADDITIONAL YEARS, CONTINGENT UPON SATISFACTORY PERFORMANCE AND THE AVAILABILITY OF BUDGETED FUNDS.

WHEREAS, to ensure the safe, reliable, and regulatory-compliant operation of its water and wastewater treatment plants, the City of Tracy requires a continuous supply and delivery of bulk chemicals (hereinafter "Services"); and

WHEREAS, on August 13, 2025, staff followed established procedures in accordance with Tracy Municipal Code Section 2.20.180 and issued a Notice Inviting Bids for the Supply and Delivery of Chemicals for the years 2026–2028 to solicit experienced and qualified vendors to provide the Services at competitive prices; and

WHEREAS, bidders were permitted to select the specific chemicals for which they sought to submit bids, including associated unit pricing; and

WHEREAS, on September 15, 2025, staff received nine (9) bids for eleven (11) identified chemicals. During contract negotiations, one bidder withdrew its bid for two chemicals—Bulk Sodium Hypochlorite and Mini-Bulk Sodium Hypochlorite; and

WHEREAS, five (5) qualified bidders were selected based on competitive pricing, responsibility, professional qualifications, competence, and demonstrated ability to provide the required chemicals and Services. Carus LLC ("Contractor") was one of the five (5) selected bidders; and

WHEREAS, City staff negotiated a General Services Agreement with Contractor for the Services with a not-to-exceed amount of $250,000 (two hundred fifty-thousand), with an expiration date of December 31, 2028, and an option to administratively extend the Agreement for up to two (2) additional years, subject to satisfactory performance and approval 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 Carus LLC. for the Services, with an expiration date of December 31, 2028, and a not-to-exceed amount of $250,000 per fiscal year; and be it further

RESOLVED: That the City Council authorizes the City Manager, or designee, to administratively extend the Agreement for up to two (2) additional years, in any combination, contingent upon satisfactory performance and the availability of budgeted funds; and be it further

RESOLVED: That the City Council finds that the actions taken herein are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines, as the approval does not constitute a project.

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

The foregoing Resolution 2026-_____ was adopted by the Tracy City Council on the 17th of March, 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

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2026-_____

---

1) APPROVING A GENERAL SERVICES AGREEMENT WITH CHEMTRADE CHEMICALS US LLC. FOR THE SUPPLY AND DELIVERY OF CHEMICALS REQUIRED FOR WATER AND WASTEWATER TREATMENT AND DISINFECTION, IN A NOT-TO-EXCEED AMOUNT OF $1,500,000, WITH AN EXPIRATION DATE OF DECEMBER 31, 2028; AND

2) AUTHORIZING AN ADMINISTRATIVE OPTION, BY THE CITY MANAGER OR DESIGNEE, TO EXTEND THE TERM FOR UP TO TWO (2) ADDITIONAL YEARS, CONTINGENT UPON SATISFACTORY PERFORMANCE AND THE AVAILABILITY OF BUDGETED FUNDS.

WHEREAS, to ensure the safe, reliable, and regulatory-compliant operation of its water and wastewater treatment plants, the City of Tracy requires a continuous supply and delivery of bulk chemicals (hereinafter "Services"); and

WHEREAS, on August 13, 2025, staff followed established procedures in accordance with Tracy Municipal Code Section 2.20.180 and issued a Notice Inviting Bids for the Supply and Delivery of Chemicals for the years 2026–2028 to solicit experienced and qualified vendors to provide the Services at competitive prices; and

WHEREAS, bidders were permitted to select the specific chemicals for which they sought to submit bids, including associated unit pricing; and

WHEREAS, on September 15, 2025, staff received nine (9) bids for eleven (11) identified chemicals. During contract negotiations, one bidder withdrew its bid for two chemicals—Bulk Sodium Hypochlorite and Mini-Bulk Sodium Hypochlorite; and

WHEREAS, five (5) qualified bidders were selected based on competitive pricing, responsibility, professional qualifications, competence, and demonstrated ability to provide the required chemicals and Services. Chemtrade Chemicals US LLC ("Contractor") was one of the five (5) selected bidders; and

WHEREAS, City staff negotiated a General Services Agreement with Contractor for the Services in a not-to-exceed amount of $1,500,000, with an expiration date of December 31, 2028, and an option to administratively extend the Agreement for up to two (2) additional years, subject to satisfactory performance and approval 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 Chemtrade Chemicals US LLC for the Services, with an expiration date of December 31, 2028, and a not-to-exceed amount of $1,500,000 per fiscal year; and be it further

RESOLVED: That the City Council authorizes the City Manager, or designee, to administratively extend the Agreement for up to two (2) additional years, contingent upon satisfactory performance and the availability of budgeted funds; and be it further

RESOLVED: That the City Council finds that the actions taken herein are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines, as the approval does not constitute a project.

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

The foregoing Resolution 2026-_____ was adopted by the Tracy City Council on the 17th day of March, 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

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2026-_____

---

1) APPROVING A GENERAL SERVICES AGREEMENT WITH POLYDYNE, INC. FOR THE SUPPLY AND DELIVERY OF CHEMICALS REQUIRED FOR WATER AND WASTEWATER TREATMENT AND DISINFECTION, IN A NOT-TO-EXCEED AMOUNT OF $1,500,000, WITH AN EXPIRATION DATE OF DECEMBER 31, 2028; AND

2) AUTHORIZING AN ADMINISTRATIVE OPTION, BY THE CITY MANAGER OR DESIGNEE, TO EXTEND THE TERM FOR UP TO TWO (2) ADDITIONAL YEARS, CONTINGENT UPON SATISFACTORY PERFORMANCE AND THE AVAILABILITY OF BUDGETED FUNDS.

WHEREAS, to ensure the safe, reliable, and regulatory-compliant operation of its water and wastewater treatment plants, the City of Tracy requires a continuous supply and delivery of bulk chemicals (hereinafter "Services"); and

WHEREAS, on August 13, 2025, staff followed established procedures in accordance with Tracy Municipal Code Section 2.20.180 and issued a Notice Inviting Bids for the Supply and Delivery of Chemicals for the years 2026–2028 to solicit experienced and qualified vendors to provide the Services at competitive prices; and

WHEREAS, bidders were permitted to select the specific chemicals for which they sought to submit bids, including associated unit pricing; and

WHEREAS, on September 15, 2025, staff received nine (9) bids for eleven (11) identified chemicals. During contract negotiations, one bidder withdrew its bid for two chemicals—Bulk Sodium Hypochlorite and Mini-Bulk Sodium Hypochlorite; and

WHEREAS, five (5) qualified bidders were selected based on competitive pricing, responsibility, professional qualifications, competence, and demonstrated ability to provide the required chemicals and Services. Polydyne, Inc. ("Contractor") was one of the five (5) selected bidders; and

WHEREAS, City staff negotiated a General Services Agreement with Contractor for the Services in a not-to-exceed amount of $1,500,000 (one-million five-hundred thousand), with an expiration date of December 31, 2028, and an option to administratively extend the Agreement for up to two (2) additional years, subject to satisfactory performance and approval 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 Polydyne, Inc. for the Services, with an expiration date of December 31, 2028, and a not-to-exceed amount of $1,500,000 per fiscal year; and be it further

RESOLVED: That the City Council authorizes the City Manager or designee to administratively extend the term for up to two (2) additional years, contingent upon satisfactory performance and the availability of budgeted funds; and be it further

RESOLVED: That the City Council finds that the actions taken herein are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines, as the approval does not constitute a project.

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

The foregoing Resolution 2026-_____ was adopted by the Tracy City Council on the 17th day of March, 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

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2026-_____

---

1) APPROVING A GENERAL SERVICES AGREEMENT WITH THATCHER COMPANY OF CALIFORNIA FOR THE SUPPLY AND DELIVERY OF CHEMICALS REQUIRED FOR WATER AND WASTEWATER TREATMENT AND DISINFECTION, IN A NOT-TO-EXCEED AMOUNT OF $1,500,000, WITH AN EXPIRATION DATE OF DECEMBER 31, 2028; AND

2) AUTHORIZING AN ADMINISTRATIVE OPTION, BY THE CITY MANAGER OR DESIGNEE TO EXTEND THE TERM FOR UP TO TWO (2) ADDITIONAL YEARS, CONTINGENT UPON SATISFACTORY PERFORMANCE AND THE AVAILABILITY OF BUDGETED FUNDS.

WHEREAS, to ensure the safe, reliable, and regulatory-compliant operation of its water and wastewater treatment plants, the City of Tracy requires a continuous supply and delivery of bulk chemicals (hereinafter "Services"); and

WHEREAS, on August 13, 2025, staff followed established procedures in accordance with Tracy Municipal Code Section 2.20.180 and issued a Notice Inviting Bids for the Supply and Delivery of Chemicals for the years 2026–2028 to solicit experienced and qualified vendors to provide the Services at competitive prices; and

WHEREAS, bidders were permitted to select the specific chemicals for which they sought to submit bids, including associated unit pricing; and

WHEREAS, on September 15, 2025, staff received nine (9) bids for eleven (11) identified chemicals. During contract negotiations, one bidder withdrew its bid for two chemicals—Bulk Sodium Hypochlorite and Mini-Bulk Sodium Hypochlorite; and

WHEREAS, five (5) qualified bidders were selected based on competitive pricing, responsibility, professional qualifications, competence, and demonstrated ability to provide the required chemicals and Services. Thatcher Company of California ("Contractor") was one of the five (5) selected bidders; and

WHEREAS, City staff negotiated a General Services Agreement with Contractor for the Services in a not-to-exceed amount of $1,500,000 (one-million five-hundred thousand), with an expiration date of December 31, 2028, and an option to administratively extend the Agreement for up to two (2) additional years, subject to satisfactory performance and approval 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 Thatcher Company of California for the Services, with an expiration date of December 31, 2028, and a not-to-exceed amount of $1,500,000 per fiscal year; and be it further

RESOLVED: That the City Council authorizes the City Manager, or designee, to administratively extend the Agreement for up to two (2) additional years, in any combination, contingent upon satisfactory performance and the availability of budgeted funds; and be it further

RESOLVED: That the City Council finds that the actions taken herein are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines, as the approval does not constitute a project.

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

The foregoing Resolution 2026-_____ was adopted by the Tracy City Council on the 17th day of March, 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

March 17, 2026

Agenda Item 1.H

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution:

1) **Approving the execution of a General Services Agreement with Pioneer Americas LLC, a wholly owned subsidiary of Olin Corporation, for the supply and delivery of bulk Sodium Hypochlorite for the Water and Wastewater Treatment Plants, with a total not-to-exceed amount of $2,500,000 (two million five-hundred thousand dollars) per fiscal year, and a term ending December 31, 2028; and**

2) **Authorizing the City Manager, or designee, to approve an administrative extension of up to two (2) additional years, in any combination, contingent upon satisfactory performance and budget availability.**

EXECUTIVE SUMMARY

With City Council consent, this agenda item approves a General Services Agreement with Pioneer Americas LLC, a wholly owned subsidiary of Olin Corporation ("Contractor"), for the supply and delivery of bulk Sodium Hypochlorite used in water treatment at the John Jones Water Treatment Plant and wastewater treatment at the Wastewater Treatment Plant, in compliance with applicable federal, state, and local permitting standards and requirements.

The Agreement will expire on December 31, 2028, and includes an administrative option to extend the term for up to an additional two (2) years by the City Manager, subject to satisfactory performance and the availability of budgeted funds.

Funding for this Agreement will be provided through the annual operations and maintenance enterprise budgets for Water (Fund 511) and Wastewater (Fund 521), with a combined not-to-exceed amount of $2,500,000 per fiscal year.

BACKGROUND AND LEGISLATIVE HISTORY

As an integral part of its operations, the City of Tracy's water and wastewater treatment plants require bulk Sodium Hypochlorite for the disinfection and treatment of water and wastewater to comply with applicable federal, state, and local standards.

On January 13, 2026, staff followed established procurement procedures in accordance with Tracy Municipal Code Section 2.20.180 and issued a Notice Inviting Bids (NIB) to solicit experienced and qualified vendors to provide competitive pricing for the supply and

delivery of bulk Sodium Hypochlorite to the Water and Wastewater Treatment Plants for the 2026–2028 period.

ANALYSIS

The City of Tracy utilizes bulk chemicals for the disinfection and treatment of water and wastewater, which requires the safe delivery of these materials to receiving equipment at various City facilities in compliance with applicable federal, state, and local standards.

On January 28, 2026, the City received two (2) bids in response to the Notice Inviting Bids for Sodium Hypochlorite. After a thorough review, Pioneer Americas LLC ("Contractor") was determined to be the most responsive and responsible bidder and submitted the lowest pricing. The bid tabulation is provided below.

Vendor	Location(s)	Bid Price	Unit
Univar	WTP	$3.590	gallon
	WWTP	$3.590	gallon
Pioneer Americas LLC	WTP	$2.951	gallon
	WWTP	$3.176	gallon

The Agreement will expire on December 31, 2028, and includes an administrative option to extend the term for up to an additional two (2) years by the City Manager, subject to satisfactory performance and the availability of budgeted funds.

FISCAL IMPACT

There is no change in the fiscal impact. Funding continues to be available in the current and annual ongoing operation enterprise budgets in both the Water Fund (511) and Wastewater Fund (521) for these Agreements.

CEQA DETERMINATION

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

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution:

1) Approving the execution of a General Services Agreement with Pioneer Americas LLC, a wholly owned subsidiary of Olin Corporation, for the supply and delivery of bulk Sodium Hypochlorite for the Water and Wastewater Treatment Plants, with a total not-to-exceed amount of $2,500,000 (two million five-hundred thousand dollars) per fiscal year, and a term ending December 31, 2028; and

2) Authorizing the City Manager, or designee, to approve an administrative extension of up to two (2) additional years, in any combination, contingent upon satisfactory performance and budget availability.

Prepared by: Aloke Vaid, Wastewater Operation Superintendent
Lea Emmons, Water Operation 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:
A – GSA with Pioneer Americas LLC

CITY OF TRACY
GENERAL SERVICES AGREEMENT

This General Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Pioneer Americas, LLC, a wholly owned subsidiary of Olin Corporation, a Delaware Limited Liability Company (**Contractor**). City and Contractor are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain Contractor to provide chemical supplies and delivery services to the John Jones Water Treatment Plant and Wastewater Treatment Plant.

B. On January 13, 2026, the City issued a Notice Inviting Bids (NIB) for the Sodium Hypochlorite Supply and Delivery to Wastewater and Water Treatment Plants 2026-2028 (**Project**). On January 28, 2026, two (2) bids were received. The City has determined that Contractor possesses the requisite skills, experience, and certification necessary to provide the required 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. Contractor's Authorized Representative: Jason Cho.

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

2.1 Term. The term of this Agreement shall begin on April 1, 2026, and end on December 31, 2028, unless terminated in accordance with Section 6.

2.1.1 Option to Extend. This Agreement may be administratively 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 $2,500,000 (two million five-hundred thousand dollars). 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 Pollution Liability Insurance

5.4.1 Pollution Coverage shall be provided for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than two million dollars ($2,000,000) per claim. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy will be applicable to the work performed in the delivery of chemicals in accordance with the scope of this agreement.

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

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 thirty (30) 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. The Contractor may terminate this Agreement at any time by giving ninety (90) days advance notice in writing.

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 bear their individual costs 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
520 Tracy Blvd
Tracy, CA 95376

To Contractor:
Pioneer Americas, LLC
a wholly owned subsidiary of Olin Corporation
490 Stuart Road, NE
Cleveland, TN 37312

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

14. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

_____

By: Midori Lichtwardt
Title: City Manager, City of Tracy

Date: _____

Attest:

_____

April B. A. Quintanilla, City Clerk

Approved as to form:

_____

L. David Nefouse, City Attorney

Pioneer Americas, LLC, a wholly owned subsidiary of Olin Corporation

_____

By: Linas S. Staskevicius
Title: Business Director

Date: February 16, 2026

Federal Employer Tax ID No. 06-1420850

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 provide the following chemicals as needed to the John Jones Water Treatment Plant and the Wastewater Treatment Plant. City shall notify vendor via email or phone to request delivery.

- 12.5% Liquid Sodium Hypochlorite
  - Minimum of 175,000 gallons delivered to the John Jones Water Treatment Plant and Wastewater Treatment Plant
  - Order lead times to be at least 72 hours prior to desired delivery times.

EXHIBIT B - Compensation

Compensation is based upon the amount of chemical delivered (in gallons). The pricing is as follows:

- Liquid 12.5% Liquid Sodium Hypochlorite to the Water Treatment Plant
  - Price per gallon delivered - $2.951/gallon
- Liquid 12.5% Liquid Sodium Hypochlorite to the Wastewater Treatment Plant
  - Price per gallon delivered - $3.176/gallon
- Price is plus $0.004/gallon U.S. Superfund Excise Tax Surcharge.

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2026-_____

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1) **APPROVING THE EXECUTION OF A GENERAL SERVICES AGREEMENT WITH PIONEER AMERICAS LLC, A WHOLLY OWNED SUBSIDIARY OF OLIN CORPORATION, FOR THE SUPPLY AND DELIVERY OF BULK SODIUM HYPOCHLORITE FOR THE WATER AND WASTEWATER TREATMENT PLANTS, WITH A TOTAL NOT-TO-EXCEED AMOUNT OF $2,500,000 (TWO MILLION FIVE-HUNDRED THOUSAND DOLLARS) PER FISCAL YEAR, AND A TERM ENDING DECEMBER 31, 2028; AND**

2) **AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO APPROVE AN ADMINISTRATIVE EXTENSION OF UP TO TWO (2) ADDITIONAL YEARS, IN ANY COMBINATION, CONTINGENT UPON SATISFACTORY PERFORMANCE AND BUDGET AVAILABILITY.**

WHEREAS, as an integral part of its operations, the City of Tracy's water and wastewater treatment plants require bulk Sodium Hypochlorite for the disinfection and treatment of water and wastewater in order to comply with applicable federal, state, and local permitting standards and requirements; and

WHEREAS, on January 13, 2026, the City followed established procurement procedures in accordance with Tracy Municipal Code Section 2.20.180 and issued a Notice Inviting Bids to solicit experienced and qualified vendors to provide competitive pricing for the supply and delivery of bulk Sodium Hypochlorite for the 2026–2028 period; and

WHEREAS, on January 28, 2026, the City received two (2) bids, and after review and evaluation, Pioneer Americas LLC, a wholly owned subsidiary of Olin Corporation ("Contractor"), was determined to be the most responsive and responsible bidder with the lowest pricing; and

WHEREAS, City staff negotiated a General Services Agreement with Contractor for the Services with a not-to-exceed amount of $2,500,000 (two million five-hundred thousand), with an expiration date of December 31, 2028, and an option to administratively extend the Agreement for up to two (2) additional years, subject to satisfactory performance and approval by the City Manager; and

WHEREAS, funding for the proposed Agreement will be provided through the annual operations and maintenance enterprise fund budgets for the Water (511) and Wastewater (521); 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 Pioneer Americas LLC, a wholly owned subsidiary of Olin Corporation, for the supply and delivery of bulk Sodium Hypochlorite for the Water and Wastewater Treatment Plants, with a not-to-exceed amount of $2,500,000 (two million five-hundred thousand dollars) per fiscal year and a term ending December 31, 2028; and be it further

RESOLVED: That the City Council hereby authorizes the City Manager, or designee, to approve an administrative extension of the Agreement for up to two (2) additional years, in any combination, contingent upon satisfactory performance and the availability of budgeted funds; and be it further

RESOLVED: That the City Council finds that the actions taken herein are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines, as the approval does not constitute a project.

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

The foregoing Resolution 2026-_____ was adopted by the Tracy City Council on the 17th day of March,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

March 17, 2026

Agenda Item 1.I

RECOMMENDATION

Staff recommends that City Council adopt a Resolution authorizing the purchase of one (1) new 2025 LeeBoy 8520 Electric Paver, and one (1) new 2025 Hamm HD12VV Electric Roller approved through the 25-26 Fiscal year budget utilizing the Sourcewell Cooperative Program.

EXECUTIVE SUMMARY

City Council's approval of this request will authorize the purchase of one (1) new 2025 fully electric Leeboy street paver and one (1) new 2025 Hamm HD 12VV fully electric roller for the Streets Roadway Maintenance Department. A current need exists to acquire new equipment to support the operation and maintenance of City infrastructure. This request seeks authorization to make the necessary purchases.

BACKGROUND

The Operations Division is responsible for managing most of the City's vehicle and equipment fleet. There is an existing need to purchase equipment as well as to acquire new equipment for the Public Works Department. Operations Fleet Division is asking for authorization for the purchase of the equipment.

ANALYSIS

On October 16, 2025, staff contacted Nixon-Egli Equipment and asked them to provide Sourcewell quotes for one new fully electric LeeBoy paver to replace our previous diesel-Powered Paver which has suffered a major engine malfunction. A second request was made for a quote for one fully electric Hamm street roller which will be a new addition to the city fleet.

Sourcewell is a municipal contracting government agency that serves education and government agencies nationally through competitively bid and awarded contract purchasing solutions. The City of Tracy is an established customer with Sourcewell. The city is authorized to make purchases using the Sourcewell cooperative purchasing agreements, per Tracy Municipal Code section 2.20.220

Green Fleet Policy Implications: To convert Tracy public agency fleet to electric vehicles (EV) or alternative fuels, City staff is conducting extensive research on options and availability of Electric Equipment for the equipment contemplated herein. Currently the manufacturer does offer an electric piece of equipment that is available on the marketplace for purchase.

Truck Voucher Incentive Project (TVIP), which plays a crucial role in the deployment of zero-emission and near-zero-emission technologies. TVIP accelerates commercialization by providing point-of-sale vouchers to make advanced vehicles more affordable. The current list of eligible vehicles for point-of-sale incentives can be found here: https://californiahvip.org/vehiclecatalog/ The HVIP website could not identify a vehicle that meets the required specifications. LeeBoy and Hamm do offer these units in an EV model. Any internal combustion vehicles and equipment contemplated for purchase herein will meet the California Air Resources Board (CARB) requirements.

Below is a list of equipment that will be purchased.

Description	Vendor	Cost	Public Bidding Procedure
2025 LeeBoy 8520 Electric Paver (Replaces asset 2198)	Nixon-Egli Equipment Co.	$428,078	Sourcewell (NJPA) #060122-VTL
2025 Hamm HD12VV Electric Roller (New Addition)	Nixon-Egli Equipment Co.	$139,677	Sourcewell (NJPA) #060122-WAI

FISCAL IMPACT

Funding was approved in the fiscal year 2025-2026 budget and Capital equipment account for this purchase.

STRATEGIC PLAN

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

CEQA REVIEW

The item is categorically exempt from the California Environmental Quality Act pursuant to CEQA Guidelines section 15311 that pertains to construction, or replacement of minor structures accessory to existing commercial, industrial, or institutional facilities, including on-premises signs.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that City Council adopt a Resolution authorizing the purchase of one (1) new 2025 LeeBoy 8520 Electric Paver, and one (1) new 2025 Hamm HD12VV Electric Roller approved through the 25-26 Fiscal year budget utilizing the Sourcewell Cooperative Program.

Prepared by: Adrian Taylor, Fleet Supervisor

Reviewed by: David Murphy, Assistant Director of Operations
Jim Thompson, Operations Superintendent
Anush Nejad, Director of Public Works
Stephanie Reyna-Hiestand, Assistant Director of Utilities
Sara Castro, Director of Finance
Arturo M. Sanchez, Assistant City Manager
L. David Nefouse, City Attorney

Approved by: Midori Lichtwardt, City Manager

Attachments:

A – Sourcewell Contracts
B – Vehicle and Equipment Quotes
C – Sourcewell Purchase Agreement

CITY OF TRACY
PURCHASE AGREEMENT FOR EQUIPMENT WITH NIXON-EGLI EQUIPMENT CO.

This Purchase Agreement for Equipment, ("**Agreement**") is entered into between the City of Tracy, a municipal corporation ("**City**"), and Nixon-Egli Equipment Co., Tracy, California (Supplier). City and Supplier are sometimes referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

A. City desires to retain Supplier to provide one Hamm HD12e VV and one LeeBoy 8520C Electric and related accessories and supplies.

B. Pursuant to Tracy Municipal Code 2.20.220, the city is utilizing a Sourcewell cooperative purchasing agreement to purchase the Equipment.

C. Sourcewell and the Supplier entered into an agreement for the purchase of equipment referred to as contract with Solicitation #060122-VTL("**Contrac**t").

D. After negotiations between the City and the Supplier, the parties have reached an agreement for purchase of such equipment in accordance with the terms set for in this agreement.

E. This Agreement is being executed pursuant to Resolution No. _____, which was adopted by the City Council for the City of Tracy on _____

Now therefore, the parties mutually agree as follows:

1. **CONTRACT APPLICABILITY.** The Contract is fully incorporated herein by reference, except as expressly modified herein, and the Parties agree to abide by the terms set forth therein. All capitalized terms used herein but not defined shall have the meaning attributed to them in the Contract.

    1.1. **EQUIPMENT.** The City agrees to purchase, and the Supplier agrees to sell, the Equipment as more specifically outlined and described in the Contract. The Equipment shall comply with all of the standards and specifications outlined in Contract.

    1.2 **NO SUBSTITUTIONS; AUTHORIZED REPRESENTATIVE.** There shall be no substitution for the Equipment, without the prior written authorization of the City. All Services shall be performed by or under the direct supervision of, the Supplier's Authorized Representative: _____, Director of Sales. Supplier shall not replace its Authorized Representative without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel may result in the termination of this Agreement.

2. **DELIVERY DATES.** The Equipment must be shipped and must arrive at the destination of _____

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

3. **PURCHASE PRICE.** City shall pay Supplier on a fixed fee basis, at the fee amounts outlined in the Contract, attached, and incorporated by reference.

   3.1 **NOT TO EXCEED AMOUNT.** Supplier's total contract amount, under this Agreement shall not exceed $567,754.

4. **CANCELLATION AND TERMINATION.** The City reserves the right to terminate or cancel any portion of this Agreement at any time prior to the delivery, with or without cause, by giving Supplier written notice. There shall be no period of grace after giving the notice of cancellation or termination. Cancellation or termination shall become effective immediately upon the giving of notice by personal delivery or mail.

5. **BREACH**. In the event of a breach of the Agreement by Supplier, City may terminate the Agreement immediately without notice, may reduce payment to the Supplier in the amount necessary to offset City's resulting damages, may procure substitute equipment at Supplier's expense, and/or may pursue any other available recourse against Supplier. Supplier may not terminate this Agreement except for cause.

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

7. **INDEMNIFICATION.** Supplier 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 Supplier's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence or willful misconduct of the City.

   7.1 **DEFINITION.** For the purposes of this section, "City" means the City, its officials, officers, agents, employees, and volunteers; "Supplier " means the Supplier , its employees, and agents; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs

and expenses) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".

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

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

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

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

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

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

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

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

8.5 **NOTICE OF CANCELLATION.** Supplier shall notify the City if the policy is canceled before the expiration date. For this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Supplier shall immediately obtain a replacement policy.

8.6 **INSURANCE CERTIFICATE.** Supplier 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.

8.7 **SUBSTITUTE CERTIFICATES**. Supplier shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

8.8 **SUPPLIER'S OBLIGATION**. Maintenance of insurance by the Supplier as specified in this Agreement shall in no way be interpreted as relieving the Supplier of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Supplier 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.

9. **PACKING AND SHIPPING.** Deliveries must be made as specified, without charge, for boxing, crating, or storage unless otherwise specified. Equipment must be suitably packed to secure the lowest transportation costs and, in accordance with the requirements of common carriers, in a manner to assure against damage from weather or transportation.

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

11. **WARRANTY**. The Supplier warrants that all Equipment will conform to applicable specifications, drawings, descriptions, and samples, and will be merchantable, of good workmanship in material, and free from defect. Unless manufactured according to detailed design furnished by the City, the Supplier assumes design responsibility and warrants the Equipment to be free from design defect and suitable for the purposes intended by the City, and that such Equipment if installed by the Supplier shall conform to applicable specifications.

    11.1 The Supplier's warranties, together with its service guarantees, must run to the City and its customers or users of the equipment and must not be deemed exclusive. The City's inspection, approval, acceptance, use of, and payment for all or any part of the equipment must in no way affect its warranty rights whether a breach of warranty had become evident in time.

12. **DUTY TO DEFEND**. Supplier agrees, (1) at its cost and expense, to promptly defend the City and the City's employees, officers, managers, agents, and council members (collectively the **Parties to be Defended**) from and against any and all claims, allegations, lawsuits or other legal proceedings which arise out of, or are related to, or are in any manner connected with: (i) 1 Hamm HD12e VV and 1 Leeboy 8520C provided pursuant this Agreement; (ii) allegations that the Equipment are defective in manufacture or design; (iii) any patent or other intellectual property right related to the Equipment and or (2) any breach of this Agreement by Supplier.

    12.1 This duty to defend shall apply whether or not such claims, allegations, lawsuits, or proceedings have merit or are meritless, or which involve claims or allegations that any of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage or injury. Supplier agrees to provide this defense

immediately upon written notice from the City, and with well-qualified, adequately insured, and experienced legal counsel acceptable to the City.

13. **REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATIONS**. Supplier warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work performed, or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

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

To City:
Assistant Director – Operations
520 N. Tracy Blvd.
Tracy, CA 95376

To Supplier:
Nixon-Egli
800 E. Grant Line Rd.
Tracy, Calif. 95304

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

15. **MISCELLANEOUS**

15.1 **STANDARD OF CARE.** Unless otherwise specified in this Agreement, the standard of care applicable to Supplier'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.

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

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

15.4 **ASSIGNMENT AND DELEGATION.** Supplier may not assign, transfer, or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be consent to any subsequent assignment.

15.5 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.

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

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

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

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

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

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

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

15.11 CONTROLLING PROVISIONS. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, Contract and Supplier's proposal (if any), the Agreement shall control.

15.12 ENTIRE AGREEMENT. This Agreement, the Contract and 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.

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

[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
Date: _____

Attest:

_____
April B.A. Quintanilla, City Clerk

Approved as to form:

_____
L. David Nefouse
City Attorney

Supplier
Nixon-Egli Equipment Co.
Tracy, California

By: _____
Title: (Insert Title) Gregory Schmidt, Vice President
Date: 2/18/2025

Federal Employer Tax ID No. 95-2697326

_____
By: _____
Title: (Corporate Officer's Title)
Date: _____

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

AUTHORIZING THE PURCHASE OF ONE (1) NEW 2025 LEEBOY 8520 ELECTRIC PAVER, AND ONE (1) NEW 2025 HAMM HD12VV ELECTRIC ROLLER APPROVED THROUGH THE 25-26 FISCAL YEAR BUDGET UTILIZING THE SOURCEWELL COOPERATIVE PROGRAM.

WHEREAS, The Operations Division is responsible for managing most of the City's vehicle and equipment fleet; and

WHEREAS, There is an existing need to purchase equipment as well as to acquire new equipment for the Public Works Department; and

WHEREAS, On October 16, 2025, staff contacted Nixon-Egli Equipment and asked them to provide Sourcewell quotes for one (1) new fully electric LeeBoy paver to replace our previous diesel-Powered Paver which has suffered a major engine malfunction and one (1) fully electric Hamm street roller which will be a new addition to the city fleet; and

WHEREAS, The City of Tracy is an established customer and authorized to make purchases, per Tracy Municipal Code section 2.20.220, using Sourcewell (formerly NJPA) a municipal contracting government agency that serves education and government agencies nationally through competitively bid and awarded contract purchasing solutions; and

WHEREAS, To convert Tracy public agency fleet to electric vehicles (EV) or alternative fuels, City staff is conducting extensive research on options and availability of Electric Equipment for the equipment contemplated herein; and

WHEREAS, Currently the manufacturer does offer a piece of equipment available on the marketplace for purchase; and

WHEREAS, Below is a list of equipment that will be purchased.

Description	Vendor	Cost	Public Bidding Procedure
2025 LeeBoy 8520 Electric Paver (Replaces asset 2198)	Nixon-Egli Equipment Co.	$428,078	Sourcewell (NJPA) #060122-VTL
2025 Hamm HD12VV Electric Roller (New Addition)	Nixon-Egli Equipment Co.	$139,677	Sourcewell (NJPA) #060122-WAI

and;

WHEREAS, Funding was budgeted and approved in the fiscal year 2025-2026 budget augmentation and Capital equipment account for this purchase; and

WHEREAS, This agenda item is a routine operational item and does not relate to the City Council's Strategic Plans; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy adopt a resolution approving the purchase of one (1) new 2025 LeeBoy 8520 Electric Paver and one (1) new 2025 Hamm HD 12VV Electric Roller approved through the 25-26 fiscal year budget utilizing the Sourcewell Cooperative Program.

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

The foregoing Resolution 2026-_____ was adopted by the Tracy City Council on the 17th day of March, 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

March 17, 2026

Agenda Item 1.J

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving Amendment No. 2 to the Professional Services Agreement with LPA, Inc. for additional construction administration and design support services associated with the extended construction duration of the Tracy Recreation Activity Center (CIP 78178), increasing the not-to-exceed amount by $1,001,830 for a total not-to-exceed amount of $7,595,588.

EXECUTIVE SUMMARY

The City of Tracy entered into a Professional Services Agreement with LPA, Inc. to provide architectural and engineering design services, including construction administration, for the Tracy Recreation Activity Center (TRAC), formerly known as the Multi-Generational Recreation Center. LPA serves as the Architect, Structural Engineer, Electrical Engineer, Civil Engineer, and Landscape Architect of Record, maintaining responsibility for the permitted construction documents, plan interpretation, system coordination, and construction support. The TRAC project represents an approximately $88 million capital investment, including a $60,221,000 construction contract, and includes specialized building systems, community gathering spaces, and improvements to El Pescadero Park. Due to project complexity, supply chain constraints, and construction-related challenges that extended the schedule, Amendment No. 2 provides additional construction administration and design support services necessary to complete the project, with funding included in the approved capital improvement budget. Staff is recommending that the City Council approve Amendment No. 2 for a not-to-exceed amount of $7,595,588.

BACKGROUND AND LEGISLATIVE HISTORY

On February 15, 2022, the City Council approved a Professional Services Agreement with LPA, Inc. to lead site feasibility studies as well as the design and development of construction documents for the Multi-Generational Recreation Center (Resolution 2022-019).

On November 15, 2022, the City Council adopted a resolution approving Amendment No. 1 to the Agreement with LPA, Inc. to expand the scope of design services to include additional building program elements and comprehensive improvements to El Pescadero Park.

Construction of the TRAC project commenced in July 2024 and is currently anticipated to be completed in Spring 2027. As construction has progressed, the extended construction duration has resulted in the need for continued construction administration

and technical support services from the design team beyond the originally anticipated time-frame.

ANALYSIS

The original Agreement with LPA contemplated construction administration services based on an anticipated construction duration of approximately 24 months. Since construction commenced in July 2024, the overall schedule has extended due to the size and complexity of the project, including coordination of specialized building systems and park improvements, challenges related to construction workmanship, and delays in the procurement of certain critical and long-lead materials. As a result, the anticipated completion timeframe has shifted to Spring 2027, and continued construction administration and technical support from the design team are required through project completion.

Given that the same firm serves as architect and multiple engineers of record, the extended construction duration directly impacts coordinated oversight across architectural, structural, civil, electrical, and landscape disciplines.

LPA serves as the Architect of Record, Structural Engineer of Record, Electrical Engineer of Record, Civil Engineer of Record, and Landscape Architect of Record for the TRAC project. In these capacities, LPA maintains professional and legal responsibility for the design documents submitted for permitting and construction. As the design professional of record across multiple disciplines, LPA is uniquely positioned to interpret the contract drawings and specifications, respond to Requests for Information (RFIs), review submittals, evaluate substitution requests, coordinate across engineering systems, and clarify design intent.

Amendment No. 2 does not expand the scope of the project or add new program elements. Rather, it funds continued professional services solely due to the extended construction duration. Services include architectural and engineering oversight, structural review, mechanical/electrical/plumbing coordination, specialty consultant support, site visits, pay application review, and response to unforeseen field conditions.

The proposed amendment amount of $1,001,830 includes a standard 10% contingency to address potential unforeseen design coordination needs during the extended schedule.

With approval of this amendment, the total not-to-exceed amount for design services will be $7,595,588. Compared to the total project budget of $88,000,000, overall design costs represent approximately 8.6% of total project value, which remains within typical industry ranges for public facilities of similar size and complexity (commonly 8-10%).

Approving Amendment No. 2 ensures continuity of professional oversight, protects the City’s significant capital investment, and mitigates risk associated with inadequate design coordination during the final phases of construction.

PUBLIC OUTREACH/INTEREST

City staff, in coordination with the construction management team, continue to provide the community with construction-related information for the TRAC project. Outreach efforts include on-site construction signage, social media posts, a dedicated project website, and ongoing coordination with key stakeholders such as the neighborhood residents, Tracy Interfaith Ministries, North School, and South San Joaquin County Fire regarding project schedules and construction activities.

FISCAL IMPACT

There is no additional fiscal impact to the General Fund associated with this action. Funding for the TRAC project was previously approved by the City Council, and the proposed amendment will be funded within the existing capital improvement project budget.

CEQA DETERMINATION

Environmental review was previously completed for this project, including the final Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, in accordance with the California Environmental Quality Act, was approved and adopted on January 16, 2024, per Resolution 2024-005. The proposed amendment does not modify the project scope, footprint, intensity of use, or environmental impacts. Pursuant to CEQA Guidelines Sections 15162 and 15164, no subsequent or supplemental environmental review is required because the amendment involves continued professional services within the scope of the previously approved project.

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

Adopt a resolution approving Amendment No. 2 to the Professional Services Agreement with LPA, Inc. in the amount of $1,001,830 for continued construction administration services associated with the extended construction duration of the Tracy Recreation Activity Center (CIP 78178).

Prepared by: 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

Attachments:

Amendment No. 2 to Professional Services Agreement with LPA Design Studios, Inc.

Docusign Envelope ID: 18E50EE7-8435-4C49-B11A-66EB58C738EB

Docusign Envelope ID: 01FBDCED-B784-4677-B39E-F392EB570F0A

Amendment No. 2
To Professional Services Agreement

This Amendment No. 2 (**Amendment**) to the Professional Services Agreement entered into between the City of Tracy, a municipal corporation (**City**), and LPA, Inc. a California Corporation (**Consultant**), dated _____ (**Agreement**), is entered into as of the date of last signature below. City and Consultant are referred to individually as "**Party**" and collectively as "**Parties.**"

Recitals

A. The City and Consultant entered into a Professional Services Agreement (**Agreement**) for the Tracy Recreation Activity Center, formerly Multi-Generational Recreation Center, Feasibility Study, Conceptual Planning, and Design which was approved by the City Council on February 15, 2022, under Resolution No. 2022-019.

B. The City and Consultant amended the Agreement (Amendment No. 1) for the Tracy Recreation Activity Center (CIP 78178) project on November 15, 2022, under Resolution No. 2022-177

C. On February 17, 2026 the City Council received an informational report regarding construction updates on the project, including the extension of the construction schedule due to workmanship by the general contractor.

D. The Parties desire to amend the agreement to adjust compensation to align with the revised project construction timeline however Consultant acknowledges that this amendment is executed without prejudice to any rights, remedies, or claims City may currently have or may have in the future.

E. This Amendment is being executed pursuant to Resolution No. 2026 _____ approved by the Tracy City Council on March 17, 2026.

The above Recitals are hereby incorporated by reference into this Amendment and are acknowledged by the parties to be true and correct. 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. **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 shall remain in effect.

Docusign Envelope ID: 18E60EE7-8435-4C49-B11A-66EB58C738EB

Docusign Envelope ID: 01FBDCED-B784-4677-B39E-F392EB570F0A

2. Terms of Amendment

A. *Section 1, Scope of Work*

Section 1 is hereby amended to read as follows:

Consultant shall perform the services described in Exhibit "A," as previously expanded upon by Exhibit "A-1," and further expanded upon by Exhibit "A-2," all attached hereto and incorporated by reference.

For clarity and ease of reference:

- Exhibit "A" established the original Scope of Work with a total contract amount of $3,343,159.
- Exhibit "A-1" amended and expanded the Scope of Work and increased the total contract amount to $6,593,758.
- Exhibit "A-2" further expands the Scope of Work and increases the total not-to-exceed contract amount to $7,595,588.

Accordingly, the total not-to-exceed compensation under this Agreement, as amended through Exhibit "A-2," shall be $7,595,588.

The service shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: **Matthew Porreca.** Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit "B", nor shall Consultant 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 of personnel or subcontractors/subconsultants may result in termination of this Agreement."

Section 2, Time of Performance

Section 2 is hereby amended to read as follows:

"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, provided that Consultant shall not be liable for i) delays caused by the City, the City's contractors or other consultants, or third parties for whom Consultant is not legally liable, ii) or for other delays caused by circumstances beyond the reasonable control of Consultant. Consultant shall begin performance and shall complete all required services no later than the dates set forth in Exhibit "A" and expanded upon in Exhibit "A-2". Any services for which times for performance are not specified in this Agreement shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant shall submit all requests for time extensions to the City in writing no later than ten days after the start of the

condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion."

Section 3, Compensation.

Section 3 is hereby amended to read as follows:

"City shall pay Consultant on a fixed fee, percentage complete basis for its Basic Services. For Extended Construction Administration and Additional Services, City shall pay on a time and expense basis at the billing rates set forth in Exhibit "A-2", attached and incorporated by reference, or as the parties may agree on a percentage complete fixed fee."

C. Section 3.1 Not to Exceed Amount is hereby amended to read as follows:

"Consultant's total compensation under this Agreement shall not exceed $7,595,588. For Additional Servies performed on a time and expense basis, Consultant's billing rates shall cover all costs and expenses for Consultant's performance of the Additional Services. No work shall be performed by Consultant in excess of the total compensation amount provided in this section without the City's prior written approval."

3. Reservation of Rights and Claims. Notwithstanding the increase in budget or the payment of any funds hereunder, the City hereby expressly reserves all rights, remedies, and claims (whether known or unknown, present or future) arising under or in connection with the Agreement.

(a) Neither the execution of this Amendment nor the performance of any obligations herein shall be construed as a waiver, release, or accord and satisfaction of any existing or potential defaults, breaches, or claims for additional time or compensation.

4. 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.

5. 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.

6. 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.

7. Signatures. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment. This Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Amendment may be executed in one or more counterparts. All counterparts so executed shall constitute one contract, binding on all Parties, even though not all Parties are signatories 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

DocuSigned by:
By: Jon Mills
D086A967256F48C...
John Mills

Title: Chief Operating Officer

Date: 2/25/2026 | 11:23 AM PST

DocuSigned by:
By: _____
Frederick Braggs

Title: Chief Financial Officer

Date: 2/25/2026 | 12:20 PM PST

Attest:

By:

_____
April B. A. Quintanilla, City Clerk

Approved as to form.

By:

_____
L. David Nefouse, City Attorney

IRVINE • SACRAMENTO • SAN DIEGO • SAN JOSE • DALLAS • SAN ANTONIO

February 13, 2026

Mr. Richard Joaquin
Assistant Director of Parks, Recreation & Community Services
CITY OF TRACY PARKS, RECREATION & COMMUNITY SERVICES DEPARTMENT
333 Civic Center Plaza
Tracy, CA 95376

Re: Proposal for Additional Services for El Pescadero Park & Multi-Generational Recreation Center
Extended Construction Administration
LPA Project No. 3069901 - PSA 19r4

Dear Richard:

As requested by the City of Tracy, LPA will provide architectural and engineering services for extended Construction Administration (CA) phase services. This updated proposal is per our meeting on February 11, 2026. The scope is further described as follows.

This proposal is being updated to align with the city's anticipated opening of the facility in the spring of 2027.

Scope Description:

LPA will provide Extended Construction Administration services until the Spring of 2027, beginning on 3/1/2026. As requested by the City of Tracy, extended CA services would also include the following additional meetings:

- Construction administration services will be provided at an hourly rate. Attached to this proposal is an estimated workplan for the remainder of construction and closeout process. Actual hours are subject to change dependent on project needs. Along with LPA's monthly invoices, we will provide monthly summary report of services to date. This will help in gaging the remaining fee as the project moves towards completion.

Schedule:

PSA 21, dated 12/15/2025, extended CA services until February 28, 2026. Upon a written notice to proceed from Client for PSA 19r4, this PSA 19r4 would be anticipated to cover CA services provided through approximately May 2, 2027, to align with the city's expected completion date.

Fee:

$867,755.00	Extended Construction Administration - Estimated Hourly
$18,000.00	Consultants: LP Engineers, Fire Alarm, Fire Protection & Technology.
$25,000.00	Reimbursables
$91,075.00	City Contingency (10% of PSA Total)
$1,001,830.00	Total

Hourly Rates: The following hourly rates will apply for professional service fees:

BASIC HOURLY RATE SCHEDULE	
Principal	$315.00
Discipline Director	$280.00
Project Director	$265.00
Senior Project Leader	$225.00
Project Leader	$215.00
Design Coordinator II	$175.00
Design Coordinator I	$155.00
Designer III	$140.00
Designer II	$130.00
Designer I	$120.00
Intern	$85.00
Administration Director	$250.00
Administration Manager	$170.00
Senior Specialist	$155.00
Specialist III	$115.00
Specialist II	$100.00
Specialist I	$90.00

NOTE: These rates are effective January 1, 2026, and are subject to change annually.

Reimbursable expenses are in addition to the base compensation. The reimbursable allowance will be billed only to the extent used. These expenses are invoiced at cost plus ten percent as incurred.

Billing / Payment: LPA shall invoice the Client monthly for work completed consistent with the terms of the Contract.

Assumptions:

- Only those services provided by LP Engineers for fire alarm, fire protection and IT are included in this proposal. Any additional outside consultant services, should they be necessary, are excluded from this proposal.
- LPA discipline services to be provided include: Civil, Landscape, Architecture, Interior Design, Structural, Mechanical, Electrical, Lighting and Plumbing Engineering.

Thank you for the opportunity to complete this important project for the city of Tracy.

Best regards,

Michael K. Davis, Architect
Project Manager, LPA Design Studios

CC: Matthew Porreca, Eric Jones – LPA
Attachment: Tracy MGRC Extended CA Workplan dated: 2/13/2026

Tracy Multi-Generational Recreation Center/ TRAC

Construction Contract Administration Phase Services Fee Projections

LPA Project #: C.3069901 2/13/2026

CONTINUED CONSTRUCTION

Role Description	Hourly Bill Rate (Avg. for Disciplines)	Total Projected Hours	Total Projected Fees
Principal	$ 315.00	77.0	$ 24,255.00
Discipline Director	$ 280.00	28.0	$ 7,840.00
Project Manager	$ 215.00	933.0	$ 200,595.00
Sr. Project Architect	$ 225.00	933.0	$ 209,925.00
Designer II	$ 130.00	124.0	$ 16,120.00
Interior Designer PM	$ 215.00	300.0	$ 64,500.00
Interior Sr. Design Coord.	$ 175.00	119.0	$ 20,825.00
Structural -	$ 195.00	408.0	$ 79,560.00
Mech	$ 195.00	202.0	$ 39,390.00
Plumb	$ 195.00	164.0	$ 31,980.00
Elect	$ 185.00	251.0	$ 46,435.00
Landscape	$ 215.00	299.0	$ 64,285.00
Civil	$ 195.00	92.0	$ 17,940.00
Lighting	$ 175.00	136.0	$ 23,800.00
Support	$ 155.00	131	$ 20,305.00
Outside Consultants			
LP Engineering (FA, FP, IT)			$ 18,000.00

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2-Mar-26	9-Mar-26	16-Mar-26	23-Mar-26	30-Mar-26	6-Apr-26	13-Apr-26	20-Apr-26	27-Apr-26	4-May-26	11-May-26	18-May-26	25-May-26	1-Jun-26	8-Jun-26	15-Jun-26	22-Jun-26	29-Jun-26	6-Jul-26	13-Jul-26	20-Jul-26	27-Jul-26	3-Aug-26	10-Aug-26	17-Aug-26	24-Aug-26	31-Aug-26	7-Sep-26	14-Sep-26
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LPA
CONSTRUCTION ADMINISTRATION HOURS
CONSTRUCTION ADMINISTRATION FEES
77 $ 24,255.00
28 $ 7,840.00
933 $ 200,595.00
933 $ 209,925.00
124 $ 16,120.00
300 $ 64,500.00
119 $ 20,825.00
408 $ 79,560.00
202 $ 39,390.00
164 $ 31,980.00
251 $ 46,435.00
299 $ 64,285.00
92 $ 17,940.00
136 $ 23,800.00
131 $ 20,305.00
4066 $867,755.00
Outside Consultants $ 18,000.00
Total w/ Outside Consultant $885,755.00
CLOSEOUT
2027
4-Jan-27
11-Jan-27
18-Jan-27
25-Jan-27
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30-Nov-26
7-Dec-26
14-Dec-26
21-Dec-26
29-Dec-26

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

RESOLUTION APPROVING AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH LPA, INC. FOR ADDITIONAL CONSTRUCTION ADMINISTRATION AND DESIGN SUPPORT SERVICES FOR THE TRACY RECREATION ACTIVITY CENTER (CIP 78178), INCREASING THE NOT TO EXCEED AMOUNT BY $1,001,830, UTILIZING EXISTING APPROVED PROJECT FUNDS, FOR A TOTAL NOT TO EXCEED AMOUNT OF $7,595,588

WHEREAS, the City of Tracy (the "City") entered into a Professional Services Agreement (the "Agreement") with LPA, Inc., a California Corporation ("LPA"), to provide architectural and engineering design services, including construction administration, for the Tracy Recreation Activity Center (CIP 78178), formerly known as the Multi-Generational Recreation Center; and

WHEREAS, construction of the Tracy Recreation Activity Center has extended beyond the originally anticipated schedule due to the complexity of the facility, coordination of specialized building systems, and sequencing of work across multiple trades; and

WHEREAS, continued involvement of the design team is necessary to provide construction administration services, including review of submittals and RFIs, site visits, evaluation of contractor pay applications, response to unforeseen field conditions, clarification of design intent, and coordination among disciplines; and

WHEREAS, Amendment No. 2 to the Agreement provides for additional construction administration and design support services associated with the extended construction duration, in an amount not to exceed $1,001,830, including a standard 10% contingency to address potential unforeseen conditions; and

WHEREAS, funding for this amendment is included within the approved capital improvement budget for CIP 78178; and

WHEREAS, approval of Amendment No. 2 will ensure continuity of design oversight, protect the City's investment in this public facility, and reduce risk related to unresolved technical issues, delayed submittal review, or inadequate field coordination.; and now, therefore, be it

RESOLVED: That the Tracy City Council hereby approves Amendment No. 2 to the Professional Services Agreement with LPA, Inc. for additional construction administration and design support services for the Tracy Recreation Activity Center (CIP 78178), increasing the not to exceed amount, utilizing existing approved project funds (without increasing total project funding), by $1,001,830 for a total not to exceed amount of $7,595,588.

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

The foregoing Resolution 2026-_____ was adopted by the Tracy City Council on March 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

March 17, 2026

Agenda Item 1.K

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution approving a General Services Agreement with Carahsoft Technology Corporation ("Carahsoft") for the purchase of information technology products, solutions, and related services, utilizing the OMNIA Partners cooperative purchasing agreement established by Cobb County Contract No. 23-6692-01, with a not-to-exceed amount of $600,000 per calendar year, through April 30, 2028.

EXECUTIVE SUMMARY

This action authorizes a cooperative-purchase-based General Services Agreement (GSA) with Carahsoft—a value added reseller of software, cloud, cybersecurity, and related IT solutions commonly used by public agencies. Leveraging the OMNIA Partners agreement enables the City to buy at nationally negotiated, competitively bid pricing while streamlining procurement routing and staff effort. Approval sets spending authority ceilings but does not, by itself, commit the City to any specific purchase; each transaction remains subject to existing budget authority and approval workflows. The structure, intent, and benefits mirror the previous staff reports the Council previously considered and approved, adapted here to Carahsoft and its underlying OMNIA contract.

BACKGROUND AND LEGISLATIVE HISTORY

The City relies on a large, secure, and distributed technology environment supporting core municipal operations citywide (Police, Public Works, Parks, Airport, Utilities, Grand Theatre, Community Center, etc.). Hardware refreshes, cybersecurity tools, software licensing, and cloud services must be purchased continuously to maintain reliability, security, and service levels. Tracy Municipal Code §2.20.220 permits use of cooperative purchasing agreements to reduce cost and accelerate procurement. OMNIA Partners is a national cooperative serving public agencies with competitively solicited contracts. The City is an established OMNIA participant, and Council recently approved use of an OMNIA cooperative agreement for SHI for IT solutions and services; this item parallels that approach for Carahsoft.

Carahsoft's proposed GSA for Tracy is anchored to OMNIA Partners (Cobb County Contract No. 23-6692-01) and sets a term through April 30, 2028, with a not-to-exceed (NTE) of $600,000 per calendar year. The draft GSA cites Tracy Municipal Code cooperative authority and includes standard City terms for insurance, indemnification, termination, and dispute resolution.

ANALYSIS

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

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

Carahsoft distributes and aggregates many leading public-sector software and cloud publishers (e.g., cybersecurity, SaaS, digital services), often as the competitively awarded OMNIA (or similar) “master” holder for those lines. Adding Carahsoft as an approved cooperative channel:

- Expands coverage for key software ecosystems frequently sold through Carahsoft’s public-sector programs.
- Preserves competitive tension alongside existing vendors for like-for-like items.
- Reduces procurement cycle time for routine, below-threshold purchases and multi-department needs by leveraging pre-competed pricing, terms, and conditions.

Scope and Term

The agreement enables the City to acquire “technology services, software and/or products” under OMNIA Partners cooperative Contract No. 23-6692-01 through April 30, 2028. The City’s GSA identifies Carahsoft’s authorized representative, incorporates OMNIA as Exhibit A, and enumerates performance, invoicing, and compliance provisions aligned with City standards.

Procurement & Compliance

- Cooperative Authority: Tracy Municipal Code §2.20.220 allows cooperative purchasing in lieu of separate City bidding when a public cooperative has already met formal competitive requirements. OMNIA satisfies this requirement; the City references the underlying competitive award in the GSA.

- No Purchase Commitment: Council approval authorizes the mechanism and spending caps; it does not obligate any specific expenditure. Department-level budget approvals still govern each order, consistent with prior SHI authorization practice.

Risk, Insurance, and Indemnification

The Carahsoft GSA includes standard City protections: broad form defense and indemnity (to the extent permitted by law), primary non-contributory insurance, additional insured endorsements, and notice of cancellation provisions. If certificates lapse, the City may terminate. These mirror the City's customary risk posture found in other GSAs.

Operational Impact

Approval reduces staff effort on repetitive solicitations for routine/commodity IT purchases and accelerates fulfillment for citywide users. This structure mirrors the efficiencies Council endorsed in similar cooperative agreements from OMNIA.

FISCAL IMPACT

This item does not carry budgetary implications.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution approving a General Services Agreement with Carahsoft Technology Corporation ("Carahsoft") for the purchase of information technology products, solutions, and related services, utilizing the OMNIA Partners cooperative purchasing agreement established by Cobb County Contract No. 23-6692-01, with a not-to-exceed amount of $600,000 per calendar year, through April 30, 2028.

Prepared by: Norbert Ruijling, Chief Innovation Officer

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 General Services Agreement
Attachment B OMNIA Partners Agreement Contract #23-6692-01

CITY OF TRACY
GENERAL SERVICES AGREEMENT

This General Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Carahsoft Technology Corporation, an ordinary Business Corporation (**Contractor**). City and Contractor are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain Contractor to provide technology services, software and/or products; and

B. [Pursuant to Tracy Municipal Code 2.20.220, the City is utilizing a cooperative purchasing agreement to purchase the software, services and/or products. All formal contract and bidding procedures to be followed in such cases shall be those specifically enumerated in the voluntary cooperative purchasing agreement or program.

C. The City is utilizing OMNIA Partners Cooperative (OMNIA) purchasing agreement to procure Information Technology Products, Solutions and Related Services. OMNIA Partners, Public Sector is a cooperative purchasing organization established for public agencies across the United States with the specific purpose of reducing procurement costs by leveraging group volume. OMNIA and the Vendor entered into an agreement for the purchase of technology products and ancillary services related to said good in accordance with the cooperative agreement, more particularly described as the Cobb County Contract No 23-6692-01 as established by OMNIA partners formerly known as NIPA (Contract). Exhibit A.

D. After negotiation 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.

E. This Agreement is being executed pursuant to Resolution No. 2026-____ approved by Tracy City Council on March 17, 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: Natalie LeMay. Contractor shall not replace its Authorized Representative, nor shall Contractor use or replace any subcontractors or subconsultants, without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel or subcontractor may result in the termination of this Agreement.

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

2.1 Term. The term of this Agreement shall begin on January 20, 2026 and end on April 30, 2028, unless terminated in accordance with Section 6.

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

3.1 Not to Exceed Amount. Contractor's total compensation under this Agreement shall not exceed $600,000 (six hundred thousand dollars) per calendar 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:	To Contractor:
City of Tracy	Carahsoft Technology Corp
Attn: Norbert Ruijling, CIO	Attn: Contract Team
333 Civic Center Plaza	11493 Sunset Hills Road, Suite 100
Tracy, CA 95376	Reston, VA 20190-5357

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

14. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

By: Dan Arriola
Title: Mayor
Date: _____

Attest:

_____
April B.A. Quintanilla, City Clerk

Approved as to form:

_____
L. David Neufouse, City Attorney

Contractor

Signed by:
Natalie LeMay
[illegible]

By: Natalie LeMay
Title: Manager of Contracts
Date: 1/30/2026 | 2:47 PM PST

Federal Employer Tax ID No. 52-2189693

_____
By: _____
Title: _____
Date: _____

Exhibits:

A Master Intergovernmental Cooperative Agreement

EXHIBIT A - Master Intergovernmental Cooperative Agreement

OMNIA Partners Agreement #23-6692-01

Cobb County

Contract # 23-6692-01

for

Technology Product Solutions and Related Services

with

Carahsoft Technology Corporation

Effective: May 1, 2023

The following documents comprise the executed contract between the Cobb County, and Carahsoft Technology Corporation effective May 1, 2023:

I. Executed Master Agreement
II. Supplier's Response to the RFP, incorporated by reference

Reference Number	
Reference Depart.	Purchasing Department

Master Agreement

Owner: Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Contractor: Carahsoft Technology Corp.
11493 Sunset Hills Road, Suite 100
Reston, VA 20190

Description: **TECHNOLOGY PRODUCT SOLUTIONS AND RELATED SERVICES:** The undersigned parties understand and agree to comply with and be bound by the entire contents of **Sealed Bid #23-6692** ("the RFP") and the Contractor's Proposal submitted October 13, 2022, which is incorporated herein by reference.

OMNIA PARTNERS, PUBLIC SECTOR: Supplier agrees to extend Goods and/or Services to public agencies (state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit) ("Public Agencies") registered with OMNIA Partners, Public Sector ("Participating Public Agencies") under the terms of this agreement ("Master Agreement").

Governing Law: This Agreement shall be governed by the laws of the State of Georgia. As to any dispute hereunder, venue shall be in the Superior Court of Cobb County, Georgia.

Term: This Agreement shall begin on May 1, 2023, the Effective Date, for a period of thirty-six months, and shall automatically terminate and renew for two (2) additional twelve (12) month periods and shall terminate absolutely on April 30, 2028, unless earlier terminated as provided herein. Pursuant to O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year in which it was executed and at the close of each succeeding calendar for which it may be renewed. The Parties reserve the right to renew, amend or extend the Agreement for additional terms. Either party may terminate this Agreement for convenience and/or due to lack of funding at the end of each annual term.

Price: Prices for services and equipment, if applicable, as stated in the Contractor's proposal

Billing: For purchases made by Cobb County Government, all original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for items received during the period covered by the invoice and shall clearly identify such items in accordance with invoicing guidelines in the Sealed Bid Proposal. For purchases made by participating public agencies, the Contractor shall comply with each agency's invoicing and billing requirements outlined on the applicable order.

{SIGNATURES ON NEXT PAGE}

IN WITNESS, WHEREOF, this Agreement has been executed by Owner and accepted by Contractor to be effective as of the date first above written.

Cobb County... Expect the Best!

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Lisa N. Cupid, Chairwoman
Cobb County Board of Commissioners

5/5/23
Date

APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS
3/14/23

Carahsoft Technology Corp.
11493 Sunset Hills Road, Suite 100
Reston, VA 20190

Authorized Signature

Proposal Team Lead
Title

04/06/23
Date

FEDERAL TAX ID NUMBER
52-2189693

Approved as to form

County Attorney's Office

April 25, 2023
Date

Reference Number	
Reference Depart.	Purchasing Department

Master Agreement

Owner: Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Contractor: Carahsoft Technology Corp.
11493 Sunset Hills Road, Suite 100
Reston, VA 20190

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5.1 COVER LETTER

The proposer shall provide a cover letter describing a brief history of the Proposer and its organization. The letter will list the Principal or Officer of the organization who will be the County's primary point of contact during clarifications or negotiations. This individual must have the authority to clarify and/or negotiate all aspects on the scope of products and services on behalf of the Proposer. An officer authorized to bind the Proposer to the terms and conditions of this RFP must sign the cover letter.

October 13, 2022
Cobb County
122 Waddell Street NE
Marietta, Georgia 30060

Re: Carahsoft's Response to the Cobb County's Request for Proposals: Technology Product Solutions and Related Services, Solicitation Number: 23-6692

Dear Evaluation Team,

Carahsoft Technology Corp. appreciates the opportunity to respond to the Cobb County (County)'s Request for Proposals (RFP): Technology Product Solutions and Related Services. Carahsoft is proposing our robust catalog of manufacturer, services, and reseller partners. Our team has reviewed and considered County's requirements outlined in the RFP and has carefully put together a solution that will best meet your needs.

Carahsoft, The Trusted Government IT Solutions Provider®, is responding as the OMNIA contractor (R191902) and government distributor for our partner ecosystem. As the Master Government Aggregator® for our vendor partners, Carahsoft has combined extensive knowledge of the technologies we provide with a thorough understanding of the government procurement process, to analyze needs, provide configuration support, simplify the ordering process, and offer special government pricing since 2004. Working with resellers, systems integrators and consultants, our sales and marketing teams provide industry leading IT products, services, and training to support Public Sector organizations across Federal, State and Local Government agencies and Education and Healthcare markets.

Please feel free to contact me directly at 703.673.3568/Elise.Roell@carahsoft.com or George Nicholls at 703.889.9815/George.Nicholls@carahsoft.com with any questions or communications that will assist County in the evaluation of our response. This proposal is valid for 90 days from the date of submission.

Thank you for your time and consideration.

Sincerely,

Kristina Smith

Kristina Smith
Contracts Director

5.2 EXECUTIVE SUMMARY

The Proposer shall provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the proposal.

Solution Overview

Carahsoft understands that the Cobb County is seeking qualified suppliers for Technology Product Solutions and Related Services to establish a Master Agreement to achieve cost and time savings for Suppliers and Participating Public Agencies. As the Prime Contractor, Carahsoft has assembled a team for the initiative that includes our portfolio of over 300 Technology Manufacturers and network of around 3,000 reseller and services partners as the best solution to meet County's requirements.

Cobb County Objectives	Carahsoft Qualifications
Provide a comprehensive competitively solicited Master Agreement offering products and services to Participating Public Agencies.	With over 300 technology manufacturers and our large partner network of over 3,000 resellers and services partners, Carahsoft is uniquely positioned to provide a robust catalog of products and services to help the Participating Public Agencies access a full range of solutions to meet their needs.
Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies.	Carahsoft currently holds two Omnia contracts, in addition to a multitude of Canadian, and U.S. Federal and State and Local contracts.
Achieve cost savings for the Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals.	As the Master Government Aggregator for our vendor partners, we have extensive experience negotiating price lists that provide the best value to our government customers and cuts down on the procurement activity required for all parties.
Combine the volumes of Participating Public Agencies to achieve cost effective pricing.	Carahsoft strives to provide the most competitive pricing on the market for our government customers.
Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state-of-the-art ordering and delivery systems.	Our sales, order operations and IT teams are all closely integrated to deliver the most efficient process from quote to cash. Westrive for 60-minute quote turnaround time, especially for end-of-quarters and end-of years as well as 6-hour turnaround on all clean POs.

Prime Contractor: Carahsoft Technology Corp.

Carahsoft Technology Corp. is The Trusted Government IT Solutions Provider®, supporting Public Sector organizations across Federal, State and Local Government agencies and Education and Healthcare markets. As the Master Government Aggregator® for our vendor partners, we deliver solutions for Cybersecurity, MultiCloud, DevSecOps, Big Data, Artificial Intelligence, Open Source, Customer Experience and more. Working with resellers, systems integrators and consultants, our sales and marketing teams provide industry leading IT products, services, and training through hundreds of contracts. Founded in 2004, Carahsoft is headquartered in Reston, Virginia and employs more than 1,900 professionals dedicated to serving our public sector customers and partners.

Vendor and Partner Relationships – In addition to establishing strategic, long-term relationships with the industry's leading manufacturers, our partner ecosystem encompasses more than 3,000+ government

contractors, resellers, and integrators who we support and enable with an entire suite of value-added opportunities that run the gamut from training/certification and pre-sales support to lead generation and business development.

Proven Execution – Carahsoft has deep expertise in government contracting and procurement. We manage and maintain a wide variety of government-wide and agency-specific purchasing contract vehicles and purchasing agreements for agencies at the state, local, and federal levels. As a result, we now serve as the largest government partner for the majority of our vendors, who have also entrusted other major aspects of their businesses to Carahsoft including partner enablement, commercial sales, renewals and upsell, and help desk services.

Contract Vehicles – Since 2004, Carahsoft has acquired and maintained a wide variety of purchasing contract vehicles for agencies at all levels of government. Associated with all contracts are dedicated and experienced contract management resources. A list of available contracts can be found at www.carahsoft.com/contracts/index.php.

Growth & Stability – A stable, conservative, and profitable company, Carahsoft has demonstrated impressive growth year after year, with annual revenue of $3.4 million in our first year in 2004 to $10.2 billion in 2021. In September of 2021, our team of dedicated, highly trained marketing, sales, contracting, and business operations experts processed 16,916 orders worth more than $1.8 billion.

Awards and Industry Recognition – Carahsoft receives awards for our excellent performance yearly. For more information on the hundreds of awards we have received please visit our website at https://www.carahsoft.com/awards.

Carahsoft Technology Product, Services, and Solution Offering

Cobb County Requirements	Carahsoft Capabilities
Technology Products: A complete portfolio of technology products such as desktops, laptops, tablets, PDAs, servers, storage, ruggedized devices, thin clients, printers, monitors, multifunction printers, scanners, plotters, projectors, video conferencing, teleconferencing, analog phones, VoIP phones, conference phones, audiovisual equipment such as computer-video interfaces, switchers, matrix switchers, distribution amplifiers, video scalers, scan converters, processing devices Ethernet control interfaces and high resolution cables, instructional equipment, security equipment, cabling, modems, wired and wireless networking, networking to support server, storage and client applications such as routers and switches, software, computer accessories, computer components, power protection, data protection, video cameras, virtualization products, systems and network management tools, database products, data center facilities (racks, fire suppression, electrical, HVAC, generator, physical access controls) as well as any other technology products available from Offeror.	Carahsoft has provided our corporate linecard as an attachment which shows our robust catalog of manufacturer partners which meet the technology portfolio described. We are happy to leverage this vast ecosystem to support the Cobb County and Omnia partners needs.
Technology Services and Solutions: A complete portfolio of technology services and solutions such as systems	

Cobb County Requirements	Carahsoft Capabilities
configuration, testing, software copying, hardware and software installation, upgrades and/or maintenance, system integration, network integration, extended warranties, warranty service, staff augmentation and any other services and solutions available from Offeror. Specific requirements will be developed on a task order basis and may include, but is not limited to, services and solutions such as:	
Virtualization: Transform data center with virtualization to consolidate servers, reduce energy consumption, increase IT capacity, add system flexibility and prepare for cloud computing.	IT organizations are challenged by the limitations of today's x86 servers, which are designed to run just one operating system and application at a time. As a result, even small data centers have to deploy many servers, each operating at just 5 to 15 percent of capacity—highly inefficient by any standard. A key benefit of virtualization technology is the ability to contain and consolidate the number of servers in a datacenter. This allows businesses to run multiple application and OS workloads on the same server. Ten server workloads running on a single physical server is typical, but some companies are consolidating as many as 30 or 40 workloads onto one server. As you might expect, dramatically reducing server count has a transformational impact on IT energy consumption. Utilization of x86 servers increases from the typical 8-15 percent to 70-80 percent. Reducing the number of physical servers through virtualization cuts power and cooling costs and provides more computing power in less space. As a result, energy consumption typically decreases by 80 percent.
Physical Security: Security solutions seaports, airports, water and wastewater, transportation, critical infrastructure, perimeter defense, physical and logical access control, identity management, antiterrorism protection, automated alarms and alerts, integration with databases containing critical security information, cyber security and asset management, endpoint security and other network security and IT security.	Physical Security solutions combine video management, access control, video analytics, intrusion alerts and more onto a single or consolidated platform of networks that can be accessed from anywhere and at any time through a Web browser. Data from these subsystems is automatically correlated, providing users with a comprehensive view of security operations.
Communications: Communication solutions to converge voice, data and video communications onto a single, secure IP-based network.	The F5 BIG-IP family of products offers application intelligence that network managers need to ensure applications are fast, secure, and available. All BIG-IP products share a common underlying architecture, F5's Traffic Management Operating System (TMOS), which provides unified intelligence, flexibility, and programmability. Together, BIG-IP's powerful platforms, advanced modules, and centralized management system make up the most comprehensive set of application delivery tools in the industry.
Cloud: Cloud solutions for scalable computing and storage capacity and rapid self- provisioning computing capabilities. This may include, but is not limited to, Cloud Infrastructure as a Service (IaaS), Cloud Software as a Service (SaaS) and Cloud Platform as a Service (PaaS).	With no minimum fee and a pay for what you use model, Google Cloud Storage capacity pricing is the most cost effective in the market. In addition, with lifecycle management Google Cloud storage allows you to reduce your costs even further by automatically archiving your objects to Cloud Storage Nearline and scheduled deletions. Store your data on Google's infrastructure with very high level of durability and availability. Google Cloud Storage stores and replicates your data allowing a high level of persistence. Google Cloud Storage is built with a replicated storage strategy. All data is encrypted both in-flight and at rest. The

Cobb County Requirements	Carahsoft Capabilities
	Google security model is an end-to-end process, built on over 15 years of experience.
Infrastructure: Infrastructure solutions such as data center management, network modernization and migration, desktop virtualization, risk and vulnerability management, and IT service management.	Datacenter Infrastructure is the backbone of delivering IT performance to the consumers of today's applications. Technology has shifted to become increasingly software-driven which puts more pressure on the infrastructure to deliver the level of performance the software is capable of or demands. Traditional datacenter infrastructure is being challenged to meet the demands of this new approach. New datacenter infrastructure technology embraces the software driven approach and is designed to accommodate large consumptions of data in a number of forms. Arista Networks has lead the network modernization shift by designing network switches with high buffers and high speeds. They provide a flexible solution to make the transition from a traditional approach to a modern infrastructure more affordable, by not requiring forklift upgrades to the entire datacenter. Network modernization is a key to delivering applications like desktop virtualization and big data analytics.
Data Management: Data management solution which uses technologies such as thin provisioning, de-duplication and automated storage tiering to improve storage utilization.	Data is the raw material of business – an economic input almost on par with capital and labor. However, data in most organizations is scattered across multiple operational and analytical systems. Big data with new sources, such as social media, cloud applications, and syndicated data services are on the rise, and many organizations are realizing that physical consolidation or replication of data is not practical for all data integration and business agility needs. Data needs to be made easily consumable by people who need it to advance the business. Data Virtualization is a lean data integration solution that provides easy, real-time, and unified data access across disparate sources to multiple applications and users. Data Virtualization makes data spread across physically distinct systems – such as multiple databases, XML files, and even Hadoop systems – appear as a set of tables in a local database. This comprehensive platform enables agile data provisioning by providing the following functions: • **Connect:** Access data from multiple heterogeneous data sources with different access methods and storage models. • **Compose:** Easily create reusable, business-friendly data models and virtual unified views by combining and transforming data from multiple sources. • **Consume**: Make integrated data available on demand for consumption by external apps through open standards interfaces.
Visual Communications: Visual communications that integrate	Now more than ever, people need the ability to

Cobb County Requirements	Carahsoft Capabilities
audio, video, voice and presentation capabilities.	collaborate effectively with colleagues, partners, and customers—around the world, across devices, and through technical boundaries. More and more organizations, including large enterprises and government agencies, are using Visual Communication to drive end-to-end, business-critical workflows for web meetings, eLearning, and webinars. The right Visual Communication solution delivers exceptionally rich interactions and enables organizations to fundamentally improve productivity. You can captivate your audience with rich, engaging, and interactive experiences and make them available to virtually anyone, anywhere, on virtually any device, with just a click of a button. Certain Visual Communication Technologies allow invitees to easily attend a meetings from the desktop without requiring a client download, and offers complete mobile-to-mobile collaboration capabilities to address the realities of today's business environments, where employees and customers are on the move worldwide.
UCC (Unified Communications and Collaboration): UCC video teleconferencing solutions that provide for critical infrastructure, emergency operations centers, command rooms, fusion centers, training rooms, and classrooms.	When disasters happen, first responders and emergency personnel are not always in the same place. Unified Communications and Collaboration allows you to set up a virtual command center that can be pre-loaded with maps, actions plans and emergency contact information. This allows first responders and decision makers to work together more quickly and effectively. In 2010 the US Southern Command used UCC technologies to support the Haiti earthquake disaster relief teams, and the Montana National Guard used it to coordinate efforts in fighting the wildfires in the summer of 2015. UCC technologies for distributed team collaboration efforts help government organizations accelerate team decision-making regardless of where people are located by equipping them with a powerful and easy-to-use set of tools for web conferencing and information sharing. Leverage existing investments in video conferencing solutions by integrating your video telephony devices supporting SIP/H.264. Nontechnical users can share everything from text and graphics files to multimedia presentations and websites; collect comments from multiple reviewers; and host live, interactive discussions online without additional downloads.
Broadcast Studio: Broadcast studio solutions for staff that oversee communications and public broadcast efforts which provide integration (system design engineering), fabrication, budgeting, scheduling, engineering, architectural planning (technical grounding, power distribution and facility load requirements), and equipment specification (video, audio, network and storage technologies).	Public sector communication is undergoing an incredible transformation. Government organizations that adopt innovative technologies can capitalize on this transformation to create mission value and cost savings opportunities. Broadcast Studios help public sector organizations accelerate their direct communications with the public in

Cobb County Requirements	Carahsoft Capabilities
	order to drive measurable benefits. More than 1,000 organizations worldwide use Broadcast Studios and secure cloud-based enterprise marketing platforms to reach, inform and engage their audiences through web, email, mobile and social media channels. The utilization of multiple channels enables Broadcast Studios to send personalized, targeted communication to promote services, enhance public awareness, and drive better involvement in agency programs through email, text messaging and other digital media channels.
Law Enforcement: Public safety solutions such as in-car video, body worn cameras, license plate recognition, mobile computing, city surveillance, and digital evidence management.	Carahsoft works in law enforcement with a number of vendors; with various solutions like: Acadis, ADF Solutions, Adobe, Airgility, Airversity, Authentic8, AWS, Axon, BlackBerry, Blackswift, Blueforce Development, Cellebrite, Chainalysis, Commvault, Conceal, Darkowl, Dedrone, DigitalBlue, Elsight, Flashpoint, Ghost Robotics, Google Cloud, Gridless Power, Icaros, ikeGPS, Informatica, Inspired Flight, Juniper Unmanned, Lightsense, Magnet Forensics, Mark43, Measure, Mi-Case, Microsoft, Microsoft Surface, NTrepid, Nuance, NVIDIA, Okta, piXlogic, Qii.Ai, Recorded Future, Red Hat, Reveal, SAFR, Salesforce, SkyX, Software AG, Sonim, Tableau, TransUnion, Trimble, VELARY, Veritone, Vidizmo, Vintra, VIQ, Voyager Labs, Wickr
Mobility: Mobility services to keep users connected, responsive and secure such as email protection, download prevention, containerize content on devices, self- destructing content, and content linked back to the user.	The Mobility/Telework portfolio at Carahsoft includes industry-leading emerging technology solutions to enable government agencies to address a changing workplace. Organizations need to adapt rapidly to shifting user needs while maintaining data privacy and compliance requirements. The US Communities contract would benefit from access to a host of software manufacturers whose focus is to turn a government entities mobile and telework program in to a fully operating and compliant environment to fully meet an agencies mission with: • Secure Mobility and Device Management Mobile • Applications and Mobile Productivity Applications • Mobile Application Development and Performance Management • VDI solutions and Telecom and Expense Management software.
Asset Management: Asset management solutions to identify and manage installed software, hardware and license entitlements.	Inaccurate inventory, wasted resources, compliance issues, and service delays are all every day risks for enterprises that have serious consequences if not addressed. To mitigate risk, organizations need to know the assets they have, where they are, usage entitlements, who uses them, how they are used, how they are configured, what they cost and the value they deliver.

Cobb County Requirements	Carahsoft Capabilities
	Asset Management tracks the financial, contractual, and inventory details of hardware, software, and virtual infrastructure – as well as non-IT assets – throughout their lifecycles. Asset requests are handled using workflows to obtain approvals, validate entitlements, issue chargebacks, and provision services. Once an asset is deployed, Asset Management records all maintenance activity and enables IT to perform regular audits, right up until asset retirement.
Data Protection: Data protection to protect, backup, recover and archive data and applications.	VERITAS provides complete data protection and recovery for all data, systems, and locations. The Backup Exec family provides the gold standard in Windows data and system protection. The BUE family provides efficient granular recovery of critical Microsoft applications and complete Windows system recovery in minutes, ensuring Windows information is always protected. Backup Exec is designed specifically to protect heterogeneous server environments and remote offices. Additionally, the newest version of Backup Exec, v. 15 provides: • Efficient block level deduplication and change block tracking to reduce the amount of data saved to storage. • Deep integration with Microsoft Volume Shadow Copy Service (VSS) and VMware's vStorage APIs for Data Protection (VADP) for fast virtual machine snapshots. • A single solution and management console for virtual and physical to help reduce cost and complexity while simplifying the protection of your entire environment. • Flexible storage options so you can backup to virtually any storage device including disk, tape, or third party cloud. VERITAS NetBackup delivers high performance data protection that scales to protect he largest UNIX, Windows, Linux, and NetWare environments. With complete protection from remote office to data center to vault, NetBackup offers a single console for all backup and recovery operations. Key Features of NetBackup 7.7 include: • Converged backup platform integrates software and hardware to create a solution that is extremely easy to deploy and maintain. • Extensive integration with virtual and physical systems, applications, and storage technologies enable almost any enterprise environment to be protected using a single solution. • Accelerator reduces backup times from hours to minutes by limiting backups to changed blocks and combining them with previous

Cobb County Requirements	Carahsoft Capabilities
	backup data to produce synthetic full backups. • Auto Image Replication automates the process of moving data to another site for disaster recovery, merging data from multiple sources and synchronizing catalog information to speed recovery. • Replication Director orchestrates hardware snapshot and replication operations from leading providers such as NetApp and EMC, ensures snapshots are application-consistent, and catalogs snapshots for easy file restore.
Energy and Water Conservation: Energy and water conservation solutions to deploy advanced metering infrastructure (AMI) systems designed to measure, collect, analyze and monitor usage real time. Examples of projects include automated meter projects, SCADA (Supervisory Control and Data Acquisition) projects, and security projects.	From smart grid analytics and meter data management to demand-side management tools, we have everything you need to become a best-run utility. With SAP solutions, utilities companies operating in regulated and unbundled markets are better able to meet challenges in supplying power while adapting to industry reorganization and coping with regulatory uncertainty. Facilitated by SAP software, they can harness emerging technologies to achieve the right balance between profitability, sustainability, and safety in supplying their customers with energy. • Energy supply chain optimization Integrate supply chain processes and information from procurement and delivery to consumption. • Operational efficiency for plants and grids: gain a single real-time view of plant and business data that enhances the entire asset lifecycle. • The intelligent grid uses state-of-the-art technologies to move smart-grid benefits on to consumers and businesses. • Customer experience: Gain a 360-degree, real-time view of customers to enhance service, marketing, and sales.
Financial Services: Financing options such as lease, lease to own, lease with option to own, and IT as a Service.	New innovative technologies and solutions from SAP deliver greater value by enabling better business insight to maintain financial excellence. Make better business decisions with SAP HANA by handling large volumes of granular data and performing in-memory analysis. In addition to on-premise implementations, deploy business processes quickly and flexibly in the cloud. • Collaborative finance operations: Improve efficiency with increased automation and global consistency while providing superb service. • Enterprise risk and compliance management: Manage enterprise risk and compliance for optimal financial performance of fraud and audit processes. • Treasury and financial risk management: Increase insight and control for managing cash, liquidity, financial investment decisions,

Cobb County Requirements	Carahsoft Capabilities
	and risk. • Financial planning and analysis: Increase organizational agility, control costs, improve margins, and align execution with strategy. • Accounting and financial close: Execute a compliant close that reduces cost and effort and provides regulatory disclosures.
Other Services and Solutions: Services and solutions not listed above that may be proposed by Offeror.	Additional Services and Solutions are detailed and provided within the Cost Proposal of this response.

5.3 COMPANY BACKGROUND/PROFILE

Provide information on company background to include the following:

a. Legal name, address, phone and fax numbers, e-mail, Federal ID#, and website address.

Carahsoft Technology Corporation
11493 Sunset Hills Road,
Reston, VA 20190
www.carahsoft.com

703-871-8500
703-871-8505 – Fax
Sales@Carahsoft.com
Federal ID# 52-2189693

b. Date business was established under current name.

Carahsoft was incorporated in 1999. We have been in business since 2004.

c. Size of company including the total number of employees.

Carahsoft is a Large S-Corporation with around 2,400 employees.

d. Type of ownership or legal structure of business

S-Corporation. We are a privately held company.

e. Has the company ever failed to complete work for which a contract was issued? If yes, explain the circumstances.

Carahsoft has not failed to complete work for which a contracts was issued.

f. Are there any civil or criminal actions pending against the firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?

There are no civil or criminal actions pending against the firm or any key personnel related in any way to contracting.

g. Has the firm ever been disqualified from working for any public entity? If yes, explain the circumstances.

Carahsoft has not been disqualified from working for any public entity.

h. If a Supplier requires additional agreements to be signed by a Participating Public Agency, include a copy of the proposed agreement(s) as part of Supplier's proposal.

Individual SOWs and work orders may require additional terms depending on the work required. Since this is deal dependent, we are unable to provide an exact list of additional terms at this time.

5.4 EXPERIENCE

Include a list of the five (5) most relevant or comparable contracts completed by your firm during the past five (5) years with a public entity. For each contract, provide the following information.

a. Scope of services/contract description.
b. Dollar value of contract.
c. Assigned project personnel.
d. The contracting entity's contact person, current phone number, and current e-mail address as reference information.

Relevant Experience	
Scope of services/contract description.	Education Software Solutions and Services
Dollar value of contract.	Approximately $20 Million
Assigned project personnel.	contracts@Carahsoft.com
The contracting entity's contact person, current phone number, and current e-mail address as reference information.	Name: Margaret S. Bass Title: Region 4 ESC Authorized Board Member Phone Number: Carahsoft will provide upon request E-mail Address: Carahsoft will provide upon request

Relevant Experience	
Scope of services/contract description.	Google Products, Services and Solutions Contract
Dollar value of contract.	N/A
Assigned project personnel.	contracts@Carahsoft.com
The contracting entity's contact person, current phone number, and current e-mail address as reference information.	Name: Cathy Muse Title: CPPO Director of Purchasing and Supply Management Phone Number: Carahsoft will provide upon request E-mail Address: Carahsoft will provide upon request

Relevant Experience	
Scope of services/contract description.	GSA Multiple Award Schedule
Dollar value of contract.	N/A
Assigned project personnel.	Contracts@Carahsoft.com
The contracting entity's contact person, current phone number, and current e-mail address as reference information.	Name: Carahsoft will provide upon request Title: Carahsoft will provide upon request Phone Number: Carahsoft will provide upon request E-mail Address: Carahsoft will provide upon request

Relevant Experience	
Scope of services/contract description.	NASA SEWP
Dollar value of contract.	N/A
Assigned project personnel.	Contracts@Carahsoft.com
The contracting entity's contact person, current phone number, and current e-mail address as reference information.	Name: Carahsoft will provide upon request Title: Carahsoft will provide upon request Phone Number: Carahsoft will provide upon request E-mail Address: Carahsoft will provide upon request

Relevant Experience	
Scope of services/contract description.	2GIT
Dollar value of contract.	N/A
Assigned project personnel.	Contracts@Carahsoft.com
The contracting entity's contact person, current phone number, and current e-mail address as reference information.	Name: Carahsoft will provide upon request Title: Carahsoft will provide upon request Phone Number: Carahsoft will provide upon request E-mail Address: Carahsoft will provide upon request

5.5 PRODUCT INFORMATION/SERVICE CAPABILITY

a.	*Provide detailed information on service capability and the availability of service centers for maintenance and repairs on a national level. Indicate how many authorized service centers will be available for each state. Will pick up and delivery services be available for service of large equipment items?*

Maintenance and repairs are based on the warranty terms of our individual manufacturer partners and can be provided upon review of a SOW or details provided on a specific work order.

b.	*Provide available payment terms and payment methods – purchase order, credit card (procurement card), etc. If credit cards are accepted, may credit card payment(s) be made online?*

Carahsoft supports the following communication types:

1. E-mail Attachment in the following formats: Plain text, PDF, HTML, JPEG, TIFF, Gif, Microsoft Excel, and Microsoft Word
2. Fax
3. Paper copy sent via US Mail or private courier
4. Credit Card (phone or web)

5.6 PRICING

a. *Suppliers shall provide pricing based on a discount from a manufacturer's price list or catalog. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Supplier and the pricing per item. Multiple percentage discounts are acceptable, if where different percentage discounts apply, different percentages are specified. Additional pricing and/or discounts may be included.*

- *Include an electronic copy of the catalog from which discount is calculated. Electronic price lists must contain the following: (if applicable)*
  - *Manufacturer part #*
  - *Supplier's Part # (if different from manufacturer part #)*
  - *Description*
  - *Manufacturer's Suggested List Price and Net Price*
  - *Net price to Cobb County, GA (net price shall include freight and any additional fees that may be charged such as credit card processing, administrative fees, etc.)*

Media submitted for pricing must include the Supplier's company name, solicitation name and bid #, and the bid opening date on a Flash Drive.

b. *Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods programs, total annual spend, etc. (if offered).*

c. *If used, trade-ins, leasing/financing, or other offerings are available, provide applicable pricing and discounts.*

Carahsoft is proposing to extend the pricing discounts that are currently offered through our Educational Software Solutions and Services Contract (Contract Number: R191902, which managed by Region 4 Education Service Center in Texas) to Cobb County.

This pricelist can be viewed at the following link: https://www.omniapartners.com/publicsector/suppliers/carahsoft-technology-corp/contract-documentation#c35362

5.7 FINANCIAL STATEMENTS

Proposers shall submit a recent history of financial solvency and provide the following:

a. *Financial Statement: Include the most recent, independently certified financial statement. Financial statements must include a balance sheet and income statement.*

As a privately owned company, Carahsoft does not publicly release financial information. We are a stable, conservative, and profitable company which has grown, since founding in 2004, from $4M in bookings to more than $10.2 in 2021. The company has received numerous accolades for our business performance from our manufacturing partners and the industry, including annual recognition (detailed further on our website) in the CRN Solution Provider 500 (2006—Present), Washington Technology's Top 100 Government Contractors (2010—Present), and the Washington Business Journal's Largest Government Contractors (2011—Present).

We currently maintain a $25M line of credit available (currently 100% available) with Atlantic Union Bank.

Should you require our audited financial statements or have further financial inquiries, we would be happy to provide additional information under separate cover to the specific individual that would be reviewing them.

b. *Name and address of firm preparing the attached financial statement including a letter stating the independent audit or review has been performed by the firm.*

Not applicable.

c. *State whether the Proposer has ever had a bankruptcy petition filed in its name, voluntarily or involuntarily. If yes, specify all relevant details.*

Not applicable.

5.8 National Contract

Attachment A, Exhibit A

a. *Include a detailed response to Attachment A, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses shall highlight experience, demonstrate a strong national presence, describe how Supplier will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and report to OMNIA Partners.*

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

a. *Brief history and description of Supplier to include experience providing similar products and services.*

Carahsoft Technology Corp. is The Trusted Government IT Solutions Provider®, supporting Public Sector organizations across Federal, State and Local Government agencies and Education and Healthcare markets. As the Master Government Aggregator® for our vendor partners, we deliver solutions for Cybersecurity, MultiCloud, DevSecOps, Big Data, Artificial Intelligence, Open Source, Customer Experience and more. Working with resellers, systems integrators and consultants, our sales and marketing teams provide industry leading IT products, services, and training through hundreds of contracts. Founded in 2004, Carahsoft is headquartered in Reston, Virginia.

b. *Total number and location of salespersons employed by Supplier.*

Carahsoft employees about 2,400 persons.

c. *Number and location of support centers (if applicable) and location of corporate office.*

Carahsoft's main office is located at 11493 Sunset Hills Road, Reston, VA 20190.

d. *Annual sales for the three previous fiscal years.*

2019 – $6.9B
2020 – $9.0B
2021 – $10.6B

a. *Submit FEIN and Dunn & Bradstreet report.*

FEIN#: 52-2189693
DUNS: 088365767

e. *Describe any green or environmental initiatives or policies.*

Reducing our carbon footprint is extremely important to Carahsoft. As a result, we strive to ensure that our recycling program is comprehensive and robust. Carahsoft uses single-stream recycling to make it as easy

as possible for our employees to recycle as much as they can. Carahsoft uses recycled materials whenever possible. For example, hard copy bid submissions are printed on recycled paper and shipped using recycled packing materials.

Carahsoft uses only Energy Star compliant hardware, which uses substantially less electricity when items are not in use. Additionally, thelights in our office are on a timer to ensure that lights are turned off when the employees are not working. Likewise, motion detectors ensure that lights are not left on when rooms are empty.

Carahsoft has implemented VMware internally, which moves our servers to a virtualized cloud environment, eliminating the need for physical servers in our office. This has drastically reduced our server footprint, allowing us to save thousands of dollars each year on heating and cooling our data center.

Carahsoft also seeks to reduce our carbon footprint by providing transit benefits for employees who use public transportation to commute to and from work. In fact, we recently relocated our offices to within less than half of a mile of the Washington Metrorail System, making it easy for employees to take advantage of sustainable public transportation.

Carahsoft is always open to suggestions on how we can encourage more sustainable practices and how we can implement further policies to reduce our company's footprint.

f. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Carahsoft maintains a vast ecosystem of partners of various socioeconomic classifications, including resellers, systems integrators, and service providers. The Carahsoft partner network includes a very diverse group with varying specializations, credentials, product lines, and business types, including over 700 Small Businesses. If awarded, Carahsoft will leverage our experience managing this vast partner ecosystem to support the participation of MWBEor SDVOB certified businesses.

g. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐Yes ☒ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise

☐Yes ☒ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐Yes ☒ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐Yes ☒ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐Yes ☒ No

If yes, list certifying agency: _____

h. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

As described above, Carahsoft has a robust partner network, many of which do meet minority owned standards.

i. Describe how supplier differentiates itself from its competitors.

Carahsoft's top three differentiating strengths include:

1. Sales & Marketing – Carahsoft provides innovative sales and marketing programs to each vendor we support. Carahsoft's dedicated proactive sales team focuses on lead generation, proactive inside sales, and provides responsive sales support. We work with vendors to develop a joint sales process based on the vendor go-to-market strategy and work to align the Carahsoft sales team with vendor and reseller teams.

Carahsoft's comprehensive marketing program is supported by a dedicated marketing team of 220+ reps. The marketing team plans and executes many informative events throughout the year to drive demandincluding but not limited to: webcasts, on-site events (Carahsoft hosted and third-party hosted), conferences and trade shows, email campaigns, social media campaigns, advertising and thought-leadership. Carahsoft invests in many marketing resources that we extend to our vendor teams to maximize marketing effectiveness and amplify the vendor's messaging.

2. Proven Execution – Carahsoft has leveraged its vast contracting experience and extended it to quoting and order management. In our experience managing public sector aggregation programs on behalf of other industry leading vendors, Carahsoft has the operation excellence in place to free up vendor resources previously committed these tasks. We feel our model will allow Autodesk to "offload" some of these tasks on Carahsoft, knowing that we are fully committed and capable of servicing the partner eco-system.

- Carahsoft seamlessly generates quotes within 30 minutes or less
- Carahsoft has a team dedicated to renewals sales and a leadershipgroup to ensure that each team is working at an optimal level.

3. Knowledge of Government – The government market is complex and the intricacies offer the opportunity for an innovative model driven to best serve government customers and add value to the channel. Carahsoft has extensive knowledge and decades of expertise in understanding the public sector market, including:

- Unique budget and procurement cycles

- Specific contract requirements and set-asides
- Audits, regulations and compliance
- The value of Prime Contractors and Systems Integrators and how to work with them
- Competitive marketplace
- Security Clearances
- Collection of A/R requires expertise and focus

Carahsoft stays current with government requirements, trends and initiatives by attending and participating in many industry events. We also rely on the expertise of our industry consultants who are former government executives.

j. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Not applicable.

k. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

Not applicable.

b. is not owned or operated by anyone who has been convicted of a felony; or

Carahsoft is not owned or operated by anyone who has been convicted of a felony.

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Not applicable.

l. Describe any debarment or suspension actions taken against supplier

Not applicable.

3.2 Distribution, Logistics

a. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Carahsoft is leveraging our vast ecosystem of manufacturer, reseller, and services partners. Please see our attached corporate line card for an idea of the large partner network we can provide for this initiative.

b. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Carahsoft holds many other contract vehicles with State and Local agencies. We are happy to offer these to any states where products and services will not be offered under the Master Agreement. Please see a full list of our contracts here: https://www.carahsoft.com/buy#state-local

c. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors,

etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Carahsoft has a representative that manages our current Omnia contract. This same representative will help manage this contract, and will help ensure that all Participating Agencies will receive the Master Agreement pricing through any distributors or reseller partners. In addition, the contract pricing will be listed for all our in-house sales representatives to chose in our internal, custom built Customer Relationship Management Platform to ensure direct deals are properly priced according to the Master Agreement.

d. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Carahsoft would like to leverage our entire partner network, to ensure that all OMNIA Partners have the best coverage and options available on the market, no matter their need or location. Considering the constantly expanding nature of our current partner network of over 4,000 partners, Carahsoft is unable to list all potential partners at this time. Carahsoft will act as the main point of contact for any processing, handling or shipping of any products or services to the end user and can even provide direct contact information for our manufacturer or reseller partners to facilitate communication if needed.

e. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Carahsoft is capable of shipping to any customer worldwide from our main headquarters in Reston, VA. As a North American distributor, 99% of hardware deliveries are made within the continent and mostly within continental US or US address abroad.

3.3 Marketing and Sales

a. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- *Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days*

Carahsoft can confirm we will have dedicated contract management and marketing personnel involved to determine strategies to advertise the new contract and determine the best ways to ensure our in house personnel, manufacturer partners and reseller partners can leverage the contract.

- *Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days*

Carahsoft can confirm we will create trainings alongside the OMNIA Partners team to educate all necessary parties of the details of the new contract, and how to get involved.

b. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- *Creation and distribution of a co-branded press release to trade publications*

Carahsoft will post a co-branded press release on our website, as well as a trade publication such as GlobeNewswire. Here is an example from a previous contract: https://www.globenewswire.com/news-release/2020/05/21/2037187/0/en/Carahsoft-Awarded-Educational-Software-Solutions-and-Services-Contract-through-OMNIA-Partners-Public-Sector.html

- *Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days*

Carahsoft posts all contracts and agreement details on our website at the following link: https://www.carahsoft.com/buy#omnia-partners-public-sector

Upon award, Carahsoft will add the relevant contract details to the website above.

- *Design, publication and distribution of co-branded marketing materials within first 90 days*

Carahsoft's dedicated marketing team will edit current materials to add co-branded marketing on this contract to our proven end-user / customer initiatives such as the following:

- On-Site Events
- Webcasts
- Tradeshows
- Industry conferences
- Email Campaigns
- Digital and Print ads

- *Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement*

Carahsoft offers deep experience in public sector marketing. Our dedicated team plans, promotes and executes more than 2,000 public-sector marketing campaigns and events each year, including contract specific promotional activities such as national, state and local government and education shows. We would be more than happy to participate with OMNIA Partners at these trade shows, or additional trade shows that may be beneficial to promoting the Master Agreement.

- *Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.*

Carahsoft can commit to attend the NIGP Annual Forum.

- *Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement*

As a prime government aggregator, Carahsoft is constantly utilizing marketing efforts to drive and identify new and upcoming business. We confirm that we will include this contract in our marketing efforts throughout the term of the Master Agreement through national and regional trade publications.

- *Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)*

Carahsoft relishes the opportunity to promote our success stories to our current and future customers. We confirm that we will continue to make updated publications and materials throughout the contract term to promote the Master Agreement.

- *Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:*
  - *OMNIA Partners standard logo;*
  - *Copy of original Request for Proposal;*
  - *Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;*
  - *Summary of Products and pricing;*
  - *Marketing Materials*
  - *Electronic link to OMNIA Partners' website including the online registration page;*
  - *A dedicated toll-free number and email address for OMNIA Partners*

Carahsoft has a dedicated OMNIA contract page for our current contract here: https://www.carahsoft.com/buy/slg-contracts/all-states/omnia-partners-edu#resources

Upon award, we will add the details provided above for this current contract to our page. We are also more than happy to edit the information provided for our current contracts if necessary to meet the OMNIA partner's goals.

c. *Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.*

Carahsoft holds a mulititude of contracts for the convenience of our Government customers. Each agency often requires different terms and conditions or contract vehicles and we work diligently to discuss the right option for each customer. Carahsoft has a database of information to determine the best contract to use for each agency, and vendor. Carahsoft will utilize this database when discussing options with our government customers, and recommend this contract for our SLED customers whenever possible.

d. *Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.*

Carahsoft agrees to provide its logo to OMNIA partners for reproduction in marketing communications and promotions. We will be sure to request permission when reproducing the OMNIA Partners logo in our own marketing communications and promotions.

e. *Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:*
   - *Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency*

- *Best government pricing*
- *No cost to participate*
- *Non-exclusive*

As discussed above, Carahsoft will actively direct sales to Public agencies nationwide through this contract. We will be sure to include the above bullets in our initiatives.

f. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- *Key features of Master Agreement*
- *Working knowledge of the solicitation process*
- *Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners*
- *Knowledge of benefits of the use of cooperative contracts*

Carahsoft will appoint a contract manager upon award who will instruct any sales personnel on the details listed above.

g. Provide the name, title, email and phone number for the person(s), who will be responsible for:

- *Executive Support*
- *Marketing*
- *Sales*
- *Sales Support*
- *Financial Reporting*
- *Accounts Payable*
- *Contracts*

The security and privacy of each of Carahsoft's employees are of the upmost importance to the company. Due to the sensitive nature of this information, Carahsoft respectfully declines to share names and contact information for specific employees at this stage. We would be more than happy to provide this information upon award or sample resumes upon down selection directly to the evaluation team where it will not be part of the public record.

h. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Please see the attachment labelled "Carahsoft's Organization Chart". Due to our employee confidentiality and the public nature of procurement documents, Carahsoft respectfully declines to provide the contact information for our employees at this time.

i. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Our sales teams will be educated on the availability of this contract, and the relevant contract details so they can offer this contract as an option for our government customers to utilize when purchasing IT Solutions and Services.

j. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new

Participating Public Agency account set-up, timely contract administration, etc.

Carahsoft will appoint a dedicated Contract Manager who will help manage communications received from Participating Public Agency's requesting to account set up, and who will manage any contract administration requirements.

k. *State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.*

Due to customer confidentiality, Carahsoft is unable to provide total purchase numbers and contact information on documents subject to the public record. However, Carahsoft completed $10.64B in sales in 2021 with help from over 4,000 marketing activities, generating over 64,000 leads.

l. *Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.*

The Carahsoft Team is fully able to send and receive Delivery Orders, Order Status Reports, Post Order Reports, Administrative Handling Fees, and the like in any format that is most comfortable to our Government Customers. Carahsoft accepts orders via purchase order, credit card (phone or web), direct invoices, customer contracts and similar.

m. *Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").*

Carahsoft cannot guarantee a specific number of Contract Sales at this time.

n. *Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.*

- *Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).*
- *If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.*
- *Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).*
- *If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.*

Detail Supplier's strategies under these options when responding to a solicitation.

Carahsoft will work with our Government customers to ensure we provide the best possible pricing for each individual deal and contract to ensure we are meeting and exceeding their needs.

ATTACHMENTS

Bid Cover Page

Please find our completed Bid Cover Page beginning on the following page.

Cobb County...Expect the Best!

REQUEST FOR PROPOSALS

Sealed Bid # 23-6692
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Bid Opening Date: October 13, 2022

Pre-Proposal Meeting via WebEx: September 14, 2022 at 3:00 PM Eastern
Join from meeting link
https://cobbcounty.webex.com/cobbcounty/j.php?MTID=m6334e0c9e0f46364cc2157383bc375a6
Meeting number (access code): 2317 292 4027
Meeting password: fxZKmmi3p93
Join by phone
+1-415-655-0004 US Toll

Proposals Are Received in the Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060

Before 12:00 (Noon) By the Bid Opening Date

Proposal Will Be Opened in the Cobb County Purchasing Department at 2:00 pm
122 Waddell Street NE
Marietta, GA 30060

VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL, TWO (2) COPIES & TEN (10) FLASH DRIVES OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)

NAME: Carahsoft Technology Corporation

ADDRESS: 11493 Sunset Hills Road

REPRESENTATIVE: Elise Roell

PHONE: 703-673-3568 FAX: 703-871-8505

E-MAIL Elise.Roell@Carahsoft.com

NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.

Bid Submittal Form

Please find our completed Bid Submittal Form beginning on the following page.

BID SUBMITTAL FORM

SUBMIT BID/PROPOSAL TO:
Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060

BID/PROJECT NUMBER: 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

DELIVERY DEADLINE: OCTOBER 13, 2022 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

Bid Opening Date: October 13, 2022 @ 2:00 P.M. in the Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, Georgia, 30060.

BUSINESS NAME AND ADDRESS INFORMATION:

Company name: Carahsoft Technology Corporation

Contact name: Elise Roell

Company address: 11493 Sunset Hills Road

E-mail address: Elise.Roell@Carahsoft.com

Phone number: 703-673-3568 **Fax number:** 703-871-8505

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

Kristina Smith — Contracts Director
(PLEASE PRINT/TYPE) NAME — TITLE

SIGNATURE OF OFFICER ABOVE: _____
(SIGNATURE)

TELEPHONE: 703-871-8500 FAX: 703-871-8505

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: N/A

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE (UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)
Deal by Deal basis

Bids received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all bids, to waive informalities, to reject portions of the bid, to waive technicalities and to award contracts in a manner consistent with the county and the laws governing the state of Georgia.

The enclosed (or attached) bid is in response to Bid Number **23-6692**; is a firm offer, **as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178),** by the undersigned bidder. This offer shall remain open for acceptance for a period of 90 calendar days from the bid opening date, as set forth in this invitation to bid unless otherwise specified in the bid documents.

Contractor Affidavit and Agreement (Exhibit A)

Please find our completed Contractor Affidavit and Agreement beginning on the following page.

CONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A)

This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, the bid will be determined non-responsive and will be disqualified.

By executing this affidavit, the undersigned contractor verifies compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

(1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);

(2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;

(3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;

(4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;

(5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and

(6) Maintain such records for a period of five (5) years.

350308
EEV (E-Verify) Program Number

08/12/2010
EEV Program Date of Authorization

Kristina Smith
BY: Authorized Officer or Agent
[Contractor Name]

Carahsoft Technology Corporation
Contractor Business Name

Kristina Smith
Printed Name

10/12/22
Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE 12 DAY OF October, 2022

Notary Public Commission Expires: 07/31/23

Effective 09-20-2013

Statement of Ownership Disclosure

Please find our completed Statement of Ownership Disclosure beginning on the following page.

DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Carahsoft Technology Corporation

Organization Address: 11493 Sunset Hills Road

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Craig P. Abod	Carahsoft is a privately owned company and is not publicly traded on the stock market

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Kristina Smith	Title:	Contracts Director
Signature:	Kristina Smith	Date:	10/12/22

Non-Collusion Affidavit

Please find our completed Non-Collusion Affidavit beginning on the following page.

NON-COLLUSION AFFIDAVIT

State of Virginia
County of Fairfax ss:

I, Kristina Smith (name of affiant) residing in Reston (name of municipality)
in the County of Fairfax and State of Virginia of full age, being duly sworn according to law on my oath depose and say that:

I am Contracts Director (title or position) of the firm of Carahsoft Technology Corporation (name of firm)

_____ the bidder making this Proposal for the bid

entitled IT Product Solutions and Related Services (title of bid proposal); and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ County (name of contracting unit) relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Carahsoft.

Subscribed and sworn to

before me this day

Kristina Smith
Signature

October 12, 2022

Kristina Smith
(Type or print name of affiant under signature)

Virginia
Notary public of

My Commission expires 07/31/23

(Seal)

Affirmative Action Affidavit

Please find our completed Affirmative Action Affidavit beginning on the following page.

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Carahsoft Technology Corporation

Street: 11493 Sunset Hills Road

City, State, Zip Code: Reston, VA 20190

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

10/12/22

Date

Authorized Signature and Title

Stockholder Disclosure Certification

Please find our completed Stockholder Disclosure Certification beginning on the following page.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Craig P. Abod Home Address: 11493 Sunset Hills Road Reston, VA 20190	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 12 day of October, 2022

(Notary Public)

My Commission expires: 07/31/23

Kristina Smith

(Affiant)

Kristina Smith - Contracts Director

(Print name & title of affiant)

(Corporate Seal)

Certification of Non-Involvement in Prohibited Activities in Iran

Please find our completed Certification of Non-Involvement in Prohibited Activities in Iran beginning on the following page.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: # 23-6692 Technology Product Solutions and Related Services

VENDOR NAME: Carahsoft Technology

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☑ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____

Duration of Engagement _____
Anticipated Cessation Date _____

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Kristina Smith

Signature

10/12/2022

Date

Kristina Smith - Contracts Director

Print Name and Title

New Jersey Business Registration Certificate

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	CARAHSOFT TECHNOLOGY CORP
Trade Name:	
Address:	1860 MICHAEL FARADAY DR STE. 100 RESTON, VA 20190
Certificate Number:	1511213
Effective Date:	September 09, 2009
Date of Issuance:	February 04, 2019

For Office Use Only:

20190204164113764

EEOAA Evidence

Please find our completed EEOAA Evidence form beginning on the following page.

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Kristina Smith Title: Contracts Director

Signature: Kristina Smith Date: 10/12/22

MacBride Principles

Please find our completed MacBride Principles form beginning on the following page.

DOC #9
MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 23-6692 **VENDOR/BIDDER:** Carahsoft Technology Corporation

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

[x] The Vendor/Bidder has no business operations in Northern Ireland; or

OR

[ ] The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Kristina Smith — 10/12/22

Signature — Date

Kristina Smith - Contracts Director

Print Name and Title

Addendum 1

Please find our completed Addendum 1 beginning on the following page.

COBB COUNTY
Purchasing Department

122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400• fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 1

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Date: September 19, 2022

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Minutes, Questions and Clarifications from Pre-Proposal Meeting held via Webex on September 14, 2022**
- **Sign-In Sheet(s) from Pre-Proposal Meeting**
- **Questions Submitted in Writing**
- **Attachment - Financial Ratio Evaluation Excel Spreadsheet**

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Carahsoft Technology Corporation
Company Name

10/12/22
Date

Kristina Smith
Signature

Kristina Smith
Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

Addendum 2

Please find our completed Addendum 2 beginning on the following page.

COBB COUNTY
Purchasing Department
122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400• fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 2

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Date: September 30, 2022

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Questions Submitted in Writing**

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Carahsoft Technology Corporation
Company Name

10/12/22
Date

Kristina Smith
Signature

Kristina Smith
Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

Addendum 3

Please find our completed Addendum 3 beginning on the following page.

COBB COUNTY
Purchasing Department
122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400• fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 3

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Date: October 5, 2022

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Questions Submitted in Writing**

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Carahsoft Technology Corporation
Company Name

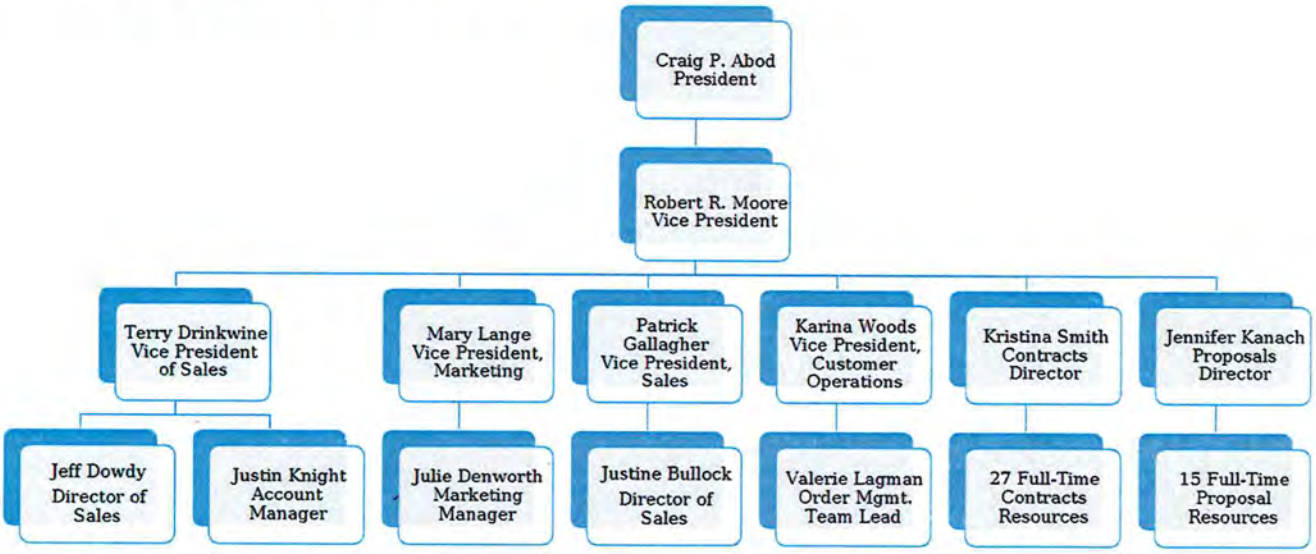
10/12/22
Date

Signature

Kristina Smith
Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

Carahsoft Organization Chart



Carahsoft Line Card

Please find the Carahsoft Line Card beginning on the following page.

carahsoft

GOVERNMENT IT SOLUTIONS

Carahsoft Technology Corp. is The Trusted Government IT Solutions Provider®, supporting Federal, State and Local Government agencies and Education and Healthcare organizations. As the Master Government Aggregator® for our vendor and reseller partners, we deliver solutions for Cybersecurity, MultiCloud, DevSecOps, Big Data, Artificial Intelligence, Open Source, Customer Experience and more.

vmware	VMware is the global leader in virtualization and cloud computing solutions from desktop to datacenter. All 15 cabinet level agencies, military services, numerous DoD agencies, and many other federal agencies rely on VMware to avoid IT infrastructure costs, ensure continuity of operations and provide secure endpoints.	888-6VMWARE 888-686-9273
aws	Amazon Web Services provides a highly reliable, scalable, low-cost infrastructure platform in the cloud that powers hundreds of thousands of businesses in 190 countries around the world. With data center locations in the U.S., Europe, Brazil, Singapore, Japan, and Australia, customers across all industries are taking advantage of the low-cost, agile, flexible, and secure solutions that AWS offers.	888-662-2724
Symantec. A Division of Broadcom	Symantec enables government agencies to have confidence in their IT infrastructure. Helping agencies protect and manage mission-critical information and interactions, Symantec delivers software and services that address risks to security, availability, compliance and performance.	877-GOV-SYMC 877-468-7962
paloalto NETWORKS	Palo Alto Networks is the next-generation security company maintaining trust in the digital age by helping organizations prevent cyber breaches. Palo Alto Networks' security platform safely enables applications, users and content, empowering government agencies to securely and efficiently move their missions forward.	855-6NEXTGN 855-663-9846
VERITAS	Veritas Technologies is the global leader in enterprise backup and data recovery solutions. Agencies and organizations rely on the Veritas Enterprise Data Services Platform to automate enterprise data protection, ensure 24/7 availability of mission-critical and citizen-facing applications, and provide the insights needed to comply with evolving data regulations.	866-837-4827
splunk>	Splunk Inc. is the market leader in analyzing machine data to deliver Operational Intelligence for security, IT and the business. Splunk® software provides the enterprise machine data fabric that drives digital transformation. More than 13,000 customers in over 110 countries use Splunk solutions in the cloud and on-premises.	855-3-SPLUNK 855-377-5865
Trellix	Trellix is a global company redefining the future of cybersecurity. Trellix's security experts, along with an extensive partner ecosystem, accelerate technology innovation through machine learning and automation to empower over 40,000 business and government customers.	855-462-2333
DELL Technologies	Dell is a leader in enabling government agencies to transform their operations and deliver IT as a service. Through innovative products and services, Dell accelerates the journey to cloud computing, helping IT departments store, manage, protect and analyze information in a more agile, trusted and cost-efficient way.	866-DELL-2-GO 866-335-5246
f5	F5 Networks helps government organizations create an agile IT infrastructure that aligns with mission-critical demands. With F5 solutions in place, organizations gain strategic points of control wherever information is exchanged, from client devices and the network to application servers, data storage and everything in between.	877-95-F5GOV 877-953-5468
Red Hat	Red Hat understands that government agencies demand performance, transparency and value—and that's exactly what Red Hat offers. As the standard for Linux in governments, Red Hat's cloud, virtualization, storage and platform solutions bring freedom, collaboration and the power of open source to all government agencies.	877-RHAT-GOV 877-742-8468
Adobe	Adobe revolutionizes how agencies engage with ideas and information, transforming and extending government services to provide a richer, more productive, and trusted experience with constituents, personnel, and the military. Adobe helps government deliver information to the edge – anytime, anywhere, and through any medium.	877-99ADOBE 877-992-3623
salesforce	Salesforce is the enterprise cloud computing leader dedicated to helping companies and government agencies transform into connected organizations through social and mobile technologies. Since launching its first service in 2000, Salesforce's list of over 150,000 customers spans nearly every industry worldwide.	877-SFDC-007 877-733-2007
Google Cloud	Google Cloud is a trusted technology leader who understands how to help agencies transition from legacy architectures and utilize their data to fuel true mission success. Google Cloud provides cloud-native infrastructure with layered security, machine learning and analytics at web-scale to rapidly innovate and advance agency goals.	844-55-GOOGL 844-554-6645
SAP	SAP sets a new standard for innovation and performance in the public sector with integrated solutions that apply database technology, business analytics, applications, cloud computing and mobility to solve IT challenges. SAP brings intelligent ideas to the public sector that achieve mission-critical operations.	888-SAP-1GOV 888-727-1468
MICRO FOCUS	Micro Focus Government Solutions supports the needs of the U.S. public sector. Micro Focus Government Solutions' agile and modern software helps solve mission-critical IT challenges. Micro Focus Government Solutions is a purpose-built, U.S. based company that is committed to helping public sector organizations' mission.	888-554-7468

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GOVERNMENT IT SOLUTIONS

COMPLEMENTARY SOLUTIONS

VMWARE	10iG Technology, Arista, ClearCube, HYCu, Hytrust, Imprivata, Ivanti, Lightbend, Liquidware, NCS, Nutanix, Puppet, Rubrik, Teradici
SPLUNK	AcAlvio, Corelight, Cynerio, Discovered Intelligence, Exiger, Expanse, Infinidat, PencilData, Qmulos, RedFactor, Rhondos, SMS 360, Syncsort, Vectra
SAP	Acsis, Adobe, Apex, Apigee, Ariba, BMC, ClockWork, Cloudera, Datawatch, Dassian, Dell Technologies, GB&Smith, GoSecure, Greenlight Technologies, LC, Micro Focus Government Solutions, NimbleStorage, NoteShark, NS2, NS2 Labs, Onapsis, PingIdentity, Precise, Progress, Red Hat, Resilient, SAP, SAP + Qualtrics, SAP Concur, SAP SuccessFactors, VMware, Volume Integration
SERVICENOW	3CLogic, Apptio, Bravium, Dtech Apps, MobiChord, Mobile Reach, NNT, Nuvolo, Pagerduty, Platcore, Stave, Uxstorm

SOLUTION VERTICALS

MULTICLOUD	Accela, Acquia, Adobe, Akamai, Alfresco, AWS, Anaplan, Anchore, Apptio, Aqua, Aviatrix, Axway, Backblaze, BlackBerry, Box, Brightcove, C3.ai, CIS, CloudBees, CloudBolt, CloudCheckr, Commvault, Confluent, DarkOwl, Databricks, Dell Technologies, Denodo, Digital.ai, DocuSign, Domino, Druva,Elastic, EDB, Exterro, Genesys, GitLab, Google Cloud, Granicus, greymatter.io, GroundWork, HashiCorp, Hootsuite, Jive, Kion, Kiteworks, LinkedIn,Lookout,MicroFocusGovernmentSolutions,Microsoft,MongoDB,Neustar,NewRelic,Nutanix,Okta,Orion,OSIsoft,Outsystems,Proofpoint, QTS, Qualtrics, Qualys, Rackspace, Red Hat , Salesforce, SAP NS2, Saviynt, Secureworks, ServiceNow, Slack, Smartsheet, Software AG, Sonatype, Splunk,SwiftStack,Symantec,Teradici,TerraPixel,ThreatConnect,Trellix,Trustwave,Twilio,Tyler,Virtru,Virtustream,VMware,VoyagerLabs,Zscaler
CYBERSECURITY	1Kosmos, Agari, Akamai, ALTR, Anchore, Anomali, Aqua, Aquera, Armis, Attivo Networks, AvePoint, Bastille, Bayshore Networks, BeyoundTrust, Blackberry, BlackBerry Cyclance, Blancco, Blinkly, Cellebrite, CertiPath, Cloud Cover, Cofense, Conceal, Contrast Security, Crowdstrike, CyberArk, Dataguise, DataLocker, Digital Guardian, Druva, Dtex, Eclypsium, Entrust, Exabeam, Exterro, F5, Fidelis, FlashPoint, Forcepoint, Forescout, ForgeRock, Fornetix, Fortinet, Forward, Gigamon, GlobalScape, GoSecure, HashiCorp, HID, iBoss, Identity Automation, Imperva, Information Security, Infoblox, Inspired eLearning, IronNet, Keeper, Kion, Kiteworks, Lookout, Material, MediGate, Micro Focus, Mosse Security, Netskope, Netwitness, Netwrix, Neustar, Nlyte, Nucleus Security, Okta, OSIsoft, PaloAlto Networks, Ping Identity, ProofPoint, Qualys, RackTop, Radiant Logic, RangeForce, Rapid7, Recorded Future, RiskSense, RSA, Sailpoint, Samsung, SANS, Saviynt, Secureworks, Securoix, SentinelOne, SkyBox Security, SolarWinds, Sonatype, Splunk, Symantec, Tanium, Tempered Networks, Tenable, Thales, ThreatConnect, ThreatLocker, ThreatQuotient, Trellix, Trend Micro, Trusona, Trustwave, Tufin, Venafi, Veracode, VMware, Waterfall, White Canyon, Zeva, Zimpeium, Zscaler
OPEN SOURCE	Acquia, Alfresco, Anchore, CloudBees, Cloudera, Cockroach Labs, Confluent, Databricks, Ekahau, Elastic, EDB, ForgeRock, GitLab, GroundWork, H2O.ai, HashiCorp, Hitachi, Liferay, Lucidworks, Liquibase, Mattermost, MongoDB, Neo4j, Red Hat, Red Hat 3scale API Management, Red Hat Advanced Cluster Management, Red Hat Ansible, Red Hat Application Services, Red Hat Ceph Storage, Red Hat CodeReady Studio, Red Hat CodeReady Workspaces, Red Hat Decision Manager, Red Hat Enterprise Linux, Red Hat Gluster Storage, Red Hat Hyperconverged Infrastructure, Red Hat Integration, Red Hat Insights, Red Hat Integration, Red Hat JBoss, Red Hat Mobile App Platform, Red Hat OpenShift Container Platform, Red Hat OpenShift Data Foundation, Red Hat OpenStack, Red Hat Process Automation Manager, Red Hat Quay, Red Hat Runtimes, Red Hat Satellite, Red Hat Smart Management, Red Hat Storage, Red Hat Virtualization, Sonatype, Tetrate, Zimbra
AI & MACHINE LEARNING	ABBYY, Adobe, AWS, Alteryx, Basis Technology, BlackBerry, C3.ai, CalypsoAI, Chooch.ai, ClarifAI, Cloudera, Collibra, CORAS, CornerstoneAI, CrowdAI, CrowdStrike, CVEDIA, Darktrace, Databricks, DataRobot, Deep Labs, Dell Technologies, Delphix, Deltek, Denodo, Domino, Eightfold.AI, Fortinet, Google, H2O.AI, Heavy.AI, HPE, Informatica, IronNet, Kinetica, Kofax, Labelbox, Liqid, Micro Focus Government Solutions, Microsoft Azure, Microway, Modzy, NNData, Nuance, Nutanix, NVIDIA, NVIDIA Networking, Ocient, piXlogic, Red Hat, Rescale, Run.ai, Salesforce, SAP, SAP NS2, Senzing, SFL Scientific, Snowflake, Sophos, Splunk, Tableau, Tensor Networks, Titan Technologies, Trellix, UiPath, Vast Data, Vectra, Veritone
MOBILITY & TELEWORK	10ZiG, BlackBerry, Blancco, Blue Cedar, ClearCube, Deep Instinct, HYCU, Isec, Liferay, Liquidware, Lookout, MongoDB, NowSecure, Nutanix, Red Hat, Slack, Splunk, Swyft, Teradici, VMware
5G SOLUTIONS	AWS, CalChip, CID, Ciena, Commscope Ruckus, CTS, Dell Technologies, F5, Infinera, Infovista, Intel, JMA Wireless, MantisNet, Nokia, Orion, PaloAlto Networks, Red Hat, SAP, Telia Carrier, VMware
CX & ENGAGEMENT	ABBYY, Accela, Acquia, Adobe, Akamai, Alfresco, Atlassian, Box, Conga, Copado, Decision Lens, Delphix, DocuSign, ForgeRock, Genesys, Google Cloud, Granicus, Hootsuite, Jumio, Liferay, LinkedIn, Microsoft, Mural, New Relic, Nintex, Nuance, Okta, Orion, Qualtrics XM, Red Hat, Salesforce, ServiceNow, Skedulo, Slack, Software AG, Sprinklr, Tableau, Talkdesk, Tyler Technologies, WalkMe, Yext, Zencity, Zoom
IN-Q-TEL SOLUTIONS	Anomali, Apigee, Apptio, ArchSight, Basis Technology, Boundless, Box, Bromium, Cellebrite, CipherCloud, Cloudant, Cloudera, Contrast, Cylance, Databricks, DataRobot, Delphix, Digital Reasoning, Domino, Endeca, Finch Computing, Frame, Fusion-IO, geoiQ, GitLab, Heavy.AI, Hytrust, Ike, Immersive Wisdom, Initiate, Kofax, LabelBox, Language Weaver, LILT, Local Motion, Lookout, Lucidworks, Magnet Forensics, Markforged, memSQL, MetaCarta, Micro Focus Government Solutions, Mocana, Mongo DB, MotionDSP, NarrativeScience, Nicira, NovoDynamics, Nozomi, Okta, Optiolabs, Orbital Insight, Orion, Palantir, Paxata, Phantom, Pindrop, piXlogic, Platfora, QuantiFind, Recorded Future, ReversingLabs, SDL, SitScape, SilverTail, Skytree, Socrata, Software Government Solutions, Sonatype, Tenable, Teradici, Terrago, Thetus Corp. Trellix, Veracode, Vintri
LAW ENFORCEMENT	Acadis, ADF Solutions, Adobe, Airgility, Airversity, Authentic8, AWS, Axon, BlackBerry, Blackswift, Blueforce Development, Cellebrite, Chainalysis, Commvault, Conceal, Darkowl, Dedrone, DigitalBlue, Elsight, Flashpoint, Ghost Robotics, Google Cloud, Gridless Power, Icaros, ikeGPS, Informatica, Inspired Flight, Juniper Unmanned, Lightsense, Magnet Forensics, Mark43, Measure, Mi-Case, Microsoft, Microsoft Surface, NTrepid, Nuance, NVIDIA, Okta, piXlogic, Qii.Ai, Recorded Future, Red Hat, Reveal, SAFR, Salesforce, SkyX, Software AG, Sonim, Tableau, TransUnion, Trimble, VELARY, Veritone, Vidizmo, Vintra, VIQ, Voyager Labs, Wickr
FEDRAMP SOLUTIONS	Achievelt, Acquia, Adobe, Akamai, Apptio, Armis, Authentic8, AvePoint, AWS, Axon, BlackBerry, BMC, Boomi, Box, Broadcom, C3.ai, CloudCheckr, Cofense, Collibra, Contegix, Copado, CORAS, CoSo Cloud, CrowdStrike, CyberArk, Databricks,DataRobot, Decision Lens, Delinea, Digital.ai, DocuSign, Druva, Eightfold.ai, Elastic, Exterro, FM:Systems, Forcepoint, Genesys, Google Cloud, Granicus, HackerOne, Hootsuite, IBM, iBoss, Infoblox, Informatica, Ivanti, Keeper Security, Kiteworks, Lookout, Micro Focus Government Solutions, Microsoft, MongoDB, MuleSoft, Netskope, New Relic, Nintex, Nuance, Nutanix, Okta, Orock, OwnBackup, PaloAlto Network, Proofpoint, Qualtrics, Qualys, Quzara, Rackspace, Rescale, RSA, SailPoint, Salesforce, SAP NS2, Saviynt, ServiceNow, SkyHigh, Slack, SmartSheet, Snowflake, Software AG, Splunk, Sprinklr, Tanium, Tenable, Trellix, Trello, Tyler Technologies, UiPath, ValiMail, Veracode, Veritone, Virtru, Virtustream, VMware, Vyopta, Wickr, Zimperium, Zoom, Zscaler
GEOSPATIAL	Accela, AeroCloud, Airversity, AutoDesk, Ball, Bentley, Better GIS, Chooch AI, CompassCom, CompassData, Dedrone, Digital Map, e-PlanSoft, FM:Systems, GeoNorth, Google Maps, Icaros, ikeGPS, Intermap, MapBox, NearMap, Qii.AI, Spire, Terra Pixel, TomTom, Trimble, Vehicle Tracking Solutions, Velary
HEALTHCARE	Adobe, BeyoundTrust, BlackBerry, CA Technologies, Cloudera, Collibra, Databricks, Dell Technologies, F5, Fidelis Security, Forescout, Gigamon, Google Cloud, Granicus, Gridless Power, HPE, Imprivata, Infoblox, Ivanti, John Snow Labs, Kofax, Micro Focus Government Solutions, MuleSoft, NCS, New Relic, Nuance, Nutanix, Nuvolo, Okta, Orion, piXlogic, Red Hat, Salesforce, Samsung, SAP, SentinelOne, ServiceNow, Snowflake, Splunk, Symantec, Tableau, Trellix, Trend Micro, Veritas, VMware, Zscaler

CARAHSOFT CONTRACT VEHICLES

GSA SCHEDULE	47QSWA18D008F, GS-35F-0119Y
SEWP V	Group A Other Than Small: NNG15SC03B, Group D Other Than Small: NNG15SC27B
ESI BPA CONTRACTS	Adobe: N00104-09-A-ZF31, N00104-12-A-ZF31, NNX13AA89Z, HSHQDC-13-A-00039; CollabNet: HC1028-11-A-0100; Micro Focus Government Solutions: N00104-13-A-ZF46; Intel: W5P1J-15-D-0008; IronKey: HSTS05-12-A-MED002; Red Hat Linux: HC1028-14-A-0002; SAP: N00104-08-A-ZF43 ServiceNow: N00104-13-A-ZF47; Splunk: DE-IM0000789; Symantec: N00104-13-A-ZF45; VMware/Dell: W91QUZ-09-A-0003; ForeScout: #N66001-18-A-0005

11493 SUNSET HILLS ROAD, SUITE 100 | RESTON, VA 20190 | 888.662.2724 | SALES@CARAHSOFT.COM

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EEO Report

Please find our 2021 EEO report beginning on the following page.

CO= DA57607

U= DA57607

EQUAL EMPLOYMENT OPPORTUNITY

2021 EMPLOYER INFORMATION REPORT EEO-1

SINGLE ESTABLISHMENT REPORT

SECTION B - COMPANY IDENTIFICATION

1. CARAHSOFT TECHNOLOGY CORPORATION
11493 Sunset Hills Road
SUITE 100
RESTON, VA 20190

2.a. CARAHSOFT TECHNOLOGY CORPORATION
11493 Sunset Hills Road
SUITE 100
RESTON, VA 20190

c. EIN= 522189693

SECTION C - TEST FOR FILING REQUIREMENT

1- Y 2- N 3- N DUNS= 088365767

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 511210 - Software Publishers

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO												OVERALL TOTALS
	********** MALE **********								********** FEMALE **********						
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	0	0	3	0	0	0	0	0	1	0	0	1	0	0	5
FIRST/MID OFFICIALS & MGRS	0	0	5	0	0	0	0	0	6	0	0	0	0	0	11
PROFESSIONALS	16	25	130	6	0	9	0	11	201	11	2	26	0	23	460
TECHNICIANS	1	0	7	1	0	6	0	1	3	0	0	0	0	0	19
SALES WORKERS	54	43	638	65	8	33	1	35	571	37	4	25	3	39	1556
ADMINISTRATIVE SUPPORT	2	5	17	2	0	0	0	5	53	4	0	5	1	7	101
CRAFT WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	73	73	800	74	8	48	1	52	835	52	6	57	4	69	2152
PREVIOUS REPORT TOTAL	66	61	718	67	5	44	1	42	736	45	6	49	4	54	1898

SECTION F - REMARKS

DATES OF PAYROLL PERIOD: 12/15/2021 THRU 12/31/2021

SECTION G - CERTIFICATION

CERTIFYING OFFICIAL: Kristina Smith
EMAIL: kristina.smith@carahsoft.com
EEO1 REPORT CONTACT PERSON: Kristina Smith
EMAIL: kristina.smith@carahsoft.com

CERTIFIED DATE [EST]: 5/11/2022 4:15 PM

TITLE: Contracts Director
PHONE: 703-871-8504
TITLE: Contracts Director
PHONE: 703-871-8504

carahsoft.

CORPORATION CERTIFICATE OF AUTHORITY

I, Craig P. Abod, President of Carahsoft Technology Corp., a Maryland corporation (the "Corporation") DO HEREBY CERTIFY that the following is true and is now in full force and effect:

RESOLVED, that the President, each Vice President, the Treasurer, and the Secretary is authorized to execute and deliver, in the name of and on behalf of the Corporation and under its corporate seal, any agreement or other instrument or document ("Contract") in connection with any matter or transaction that shall have been duly approved; and the execution and delivery of any Contract by any of the aforementioned officers shall be conclusive evidence of such approval.

Further I certify that

Craig P. Abod is President

Robert Moore is Vice President

Karina Woods is Vice President

Jillian Szczepanek is Treasurer

Jennifer Kanach is Secretary

Further I certify that any of the aforementioned officers of the Corporation are authorized to execute and commit the Corporation to the terms and conditions, obligations, stipulations, and undertakings contained in the Contract and that all necessary corporate approval has been obtained in relationship thereto.

In witness thereof, I have set my hand this 13th day of February, 2025,

Craig P. Abod, President

11493 Sunset Hills Road | Suite 100 | Reston, Virginia 20190 | tel 703 871 8500 | fax 703 871 8505 |
www.carahsoft.com

carahsoft.

February 19, 2025

To Whom It May Concern:

Please be advised that I, Robert Moore, authorize Natalie LeMay as a designated signatory for Carahsoft Technology Corp. Natalie LeMay is authorized as a Manager of Contracts to sign and execute any and all written contracts, agreements, documents, certificates, and other written instruments on behalf of Carahsoft Technology Corp.

Please feel free to contact me at contracts@carahsoft.com with any questions you may have.

I, as authorized by the Company, hereby certify and attest that all the information above is true and correct.

Sincerely,

Robert Moore
Vice President
Carahsoft Technology Corp.

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING THE USE OF THE OMNIA COOPERATIVE PURCHASING AGREEMENT #23-6692-01 CONTRACT WITH CARAHSOFT TECHNOLOGY CORPORATION, FOR INFORMATION TECHNOLOGY SOLUTIONS AND SERVICES FOR AN AMOUNT NOT TO EXCEED $600,000 PER CALENDAR YEAR FOR A TERM THAT ENDS ON APRIL 30, 2028.

WHEREAS, the City of Tracy is proposing to utilize the OMNIA Cooperative purchasing agreement #23-6692-01 contract with Carasoft Technology Corporation, for a term that ends on April 30, 2028, for Information Technology Solutions and services for an amount not to exceed $600,000; and

WHEREAS, use of a cooperative purchasing agreement that has been competitively solicited by a public agency enables the City to obtain nationally negotiated pricing and terms, streamline procurement, and create efficiencies for staff across multiple departments; and

WHEREAS, authorizing the use of this cooperative agreement establishes a purchasing mechanism and spending authority but does not, in itself, obligate the City to any specific purchase, as each transaction remains subject to existing budget authority and approvals; now, therefore be it

RESOLVED: That the City Council of the City of Tracy hereby approves the use of the OMNIA Partners cooperative purchasing agreement, Cobb County Contract No. 23-6692-01, with Carahsoft Technology Corporation, with a term that ends on April 30, 2028, for an amount not to exceed $600,000 per calendar year.

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

The foregoing Resolution 2026-_____ was adopted by the Tracy City Council on the 17th day of March 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

March 17, 2026

Agenda Item 1.L

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution, 1) Authorizing the City Manager to execute a contract amendment to an existing contract with Granicus, LLC for a total not-to-exceed amount of $225,000 per fiscal year, to cover certain additional services including but not limited to website refresh, webpage conversions, expanded closed-captioning services and implementation of electronic voting modules for City Council meetings, and 2) Dispensing the procurement requirement for this agreement pursuant to Tracy Municipal Code Section 2.20.140(b).

EXECUTIVE SUMMARY

The Information Technology Department in collaboration with the City Manager's Office have completed the launch of the new City of Tracy website that is ADA compliant, has modern features and updated design elements. This third contract amendment covers the migration of additional websites onto the Granicus platform:

- Tracy Police Department website
- Economic Development websites
- Grand Theatre website
- additional licenses to convert static forms into web-fillable forms
- additional training for staff to manage future updates in-house.

The existing contract with Granicus includes spend authority of a not to exceed amount of $165,000 per year. This request is to raise that number to $225,000 per year. These enhancements greatly increase accessibility, transparency, accessibility, and efficiency in the City's digital government initiatives.

BACKGROUND AND LEGISLATIVE HISTORY

The City first partnered with Granicus, LLC in 2017 to supply its Digital Content-Management and Civic-Engagement Platform. On March 4, 2025, the City executed the first amendment to the existing contract with Granicus for a not to exceed amount of $102,400 annually. That agreement added a website redesign and upgraded agenda-management capabilities.

The second amendment funds were used to cover legacy-content conversion for the website migration, closed-captioning to improve accessibility, and new features such as electronic voting.

This third amendment builds on the successful migration of the website by migrating

over additional websites that are currently separately managed. These sites include:

- Tracy Police (www.tracypd.com),
- Economic Development (www.thinkinsidethetriangle.com) and
- the Grand Theatre (www.atthegrand.org).

These websites will get a consistent, modern look and feel and will be managed internally by the City Manager's Office staff.

Overall, the Granicus platform has delivered efficiencies and consistently met the organization's needs. Granicus is widely regarded as the market leader in agenda management, live streaming, and transparency solutions for cities, special districts, and other public and nonprofit agencies.

The reasons for the City of Tracy's continued use of Granicus, LLC. services as a sole provider and to dispense the procurement requirements for this Agreement pursuant to Tracy Municipal Code Section 2.20.140(b):

- The City has extensive experience with the full Granicus suite.
- Granicus offers mature, high-quality products and services backed by reliable support.
- Switching vendors would be costly and divert staff from achieving the City's strategic objectives.
- Renewal pricing has remained stable and predictable.
- The platform complies with the City's IT security standards.
- Staff are fully trained on the current system, and Granicus will provide additional training when the website moves to the new CMS.

These expanded services directly support the City's strategic goals: stronger community outreach and engagement, as well as full compliance with ADA accessibility requirements.

ANALYSIS

Granicus LLC is the City's sole provider for web content and legislative management services, making it uniquely qualified to perform these supplemental tasks within the existing technical framework.

Staff is requesting to raise the spend authority with Granicus from the existing $165,000 to the proposed $225,000 annually. This will be used on an as-needed basis for:

- Additional website migrations
- Additional licenses to convert static forms to web fillable forms
- Training for staff to manage this new web content system.

These services are integral to improving public access, legislative transparency, and overall civic engagement. The request aligns with the City Council's goals for open

government, modern technology infrastructure, and improved customer service.

FISCAL IMPACT

The proposed increase in spend authority will be funded through the Information Technology Department's existing budget. No additional appropriation is required at this time. The Finance Department has reviewed and confirmed the availability of funds within the approved budget.

COORDINATION

This report has been coordinated with the City Manager's Office and the Finance Department.

STRATEGIC PLAN

This action supports the City Council's Strategic Priority: Government Accountability – Develop Platforms for Public Transparency.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution, 1) Authorizing the City Manager to execute a contract amendment to an existing contract with Granicus, LLC for a total not-to-exceed amount of $225,000 per fiscal year, to cover certain additional services including but not limited to website refresh, webpage conversions, expanded closed-captioning services and implementation of electronic voting modules for City Council meetings, and 2) Dispensing the procurement requirement for this agreement pursuant to Tracy Municipal Code Section 2.20.140(b).

Prepared by: Norbert Ruijling, Chief Innovation Officer
Kyla Glucky, Public Information Officer

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 - Amendment 3 Granicus Agreement

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Attachment A

Amendment No. 3
To Granicus Service Agreement

This Amendment No. 3 (**Amendment**) to the Granicus Services Agreement entered between the City of Tracy, a municipal corporation (**City**), and Granicus LLC (**Vendor**) dated March 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 Agreement was executed pursuant to the authority granted in Resolution No. 2023-233, approved by the Tracy City Council on December 5, 2023.

B. The Agreement had an initial term of 5 year (s) with a not to exceed annual amount of $97,564 per calendar year.

C. The First Amendment was executed pursuant to the authority granted in Resolution No. 2025-044, approved by the Tracy City Council on March 4, 2025.

D. This Amendment added services with Granicus for a not to exceed amount of $102,400.

E. The Second Amendment was executed pursuant to the authority granted in Resolution No. 2025-135, approved by the Tracy City Council on June 17, 2025.

F. This Amendment added services with Granicus for a not to exceed amount of $165,000.

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. Option to Extend. Pursuant to Granicus Order # Q-520241, the City hereby increases the not to exceed amount to $225,000 per calendar year.

2. Effect. The Parties hereto ratify the Agreement and, except as expressly modified by this Amendment, all provisions of the Agreement will remain unchanged and in full force and effect.

3. Entire Agreement. This Amendment represents the entire agreement and understanding of the Parties and shall supersede any prior agreement—written or oral—between the Parties. This Amendment will not be valid and enforceable until executed by all of the Parties hereto. This Amendment may not be modified or altered except through a subsequent writing signed by both Parties.

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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: _____
Midori Lichtwardt
Title: City Manager

Date: _____

Consultant

DocuSigned by:
By: Greg Eck
7TFB6LB5D848403...
Greg Eck

Title: Senior Manager, Contracts

Date: 2/18/2026 | 8:59 AM CST

Federal Tax Employer ID No.41-1941088

Attest:

By: _____
April B. A. Quintanilla, City Clerk

DocuSigned by:
By: Cristina Pinero-Aranda
B47B4D3603D74AF...
Cristina Pinero-Aranda

Title: Counsel

Date: 2/18/2026 | 4:19 PM CST

Approved as to form.

By: _____
L. David Nefouse, City Attorney

Docusign Envelope ID: 7A2379EE-8DB0-4E23-AA00-5D8D177BB924

Exhibits:
A – Granicus Agreement
B – Resolution No 2023-233
C – Amendment No 1
D – Resolution 2025-044
E – Amendment No 2
F – Resolution 2025-135
G – Order #: Q-520241

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GRANICUS

Exhibit A

THIS IS NOT AN INVOICE

Order Form
Prepared for
City of Tracy, CA

Granicus Proposal for City of Tracy, CA

ORDER DETAILS

Prepared By:	Antonio Magadan
Phone:	
Email:	antonio.magadan@granicus.com
Order #:	Q-312964
Prepared On:	10 Nov 2023
Expires On:	15 Dec 2023

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance:	01 Nov 2023 - 31 Oct 2024

GRANICUS

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Terminating Subscriptions		
Solution	**Quantity/Unit**	**Prior Annual Fee**
Peak Agenda Management	0 Each	$12,835.74
SUBTOTAL:		**$12,835.74**

Upon the signing of this Agreement, annual fees for the terminating subscription(s) shall cease. Any pre-paid fees for the terminating subscription(s) after the signing of this Agreement will be prorated from the signing of this Agreement to the end of the Client's then-current billing term, credited, and such credit applied to the annual fees for new subscriptions.

Client will continue to have access to and use the terminating solution until the new subscription(s) is/are deployed.

Upon the deployment of Client's new solution as determined at Granicus' sole discretion, Granicus shall remove access to the Client's terminating subscription(s).

One-Time Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**One-Time Fee**
OneMeeting Agenda Automation - Configuration and Training	Upon Delivery	1 Each	$2,168.00
OneMeeting Meeting Manager - Configuration and Training	Upon Delivery	1 Each	$1,626.00
OneMeeting Laserfiche Integration - Setup and Configuration	Upon Delivery	1 Each	$400.00
SUBTOTAL:			**$4,194.00**

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New Subscription Fees					
Solution	**Period of Performance**	**Billing Frequency**	**Quantity/ Unit**	**Annual Fee**	**Prorated Fee**
Agenda Automation - Tier 1	01 Nov 2023 - 31 Oct 2024	Annual	1 Each	$12,463.70	$12,463.70
Community Engagement - Tier 1	01 Nov 2023 - 31 Oct 2024	Annual	1 Each	$4,985.25	$4,985.25
Meeting Management - Tier 1	01 Nov 2023 - 31 Oct 2024	Annual	1 Each	$9,347.20	$9,347.20
Laserfiche Integration - Tier 1	01 Nov 2023 - 31 Oct 2024	Annual	1 Each	$2,300.00	$2,300.00
SUBTOTAL:				**$29,096.15**	**$29,096.15**

Renewing Subscription Fees					
Solution	**Period of Performance**	**Billing Frequency**	**Quantity/ Unit**	**Annual Fee**	**Prorated Fee**
Government Transparency Suite	01 Nov 2023 - 31 Oct 2024	Annual	1 Each	$11,405.67	$11,405.67
Upgrade to SDI 720p Streaming	01 Nov 2023 - 31 Oct 2024	Annual	1 Each	$2,477.32	$2,477.32
Granicus Encoding Appliance Software (GT)	01 Nov 2023 - 31 Oct 2024	Annual	1 Each	$1,638.75	$1,638.75
Open Platform Suite	01 Nov 2023 - 31 Oct 2024	Annual	1 Each	$5,570.10	$5,570.10
govAccess - Maintenance, Hosting, & Licensing Fee - Core	13 May 2024 - 31 Oct 2024	Annual	1 Each	$11,445.22	$5,364.62
govDelivery for Integrations	13 May 2024 - 31 Oct 2024	Annual	1 Each	$0.00	$0.00
SUBTOTAL:				**$32,537.06**	**$26,456.46**

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FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	01 Nov 2024 - 31 Oct 2025	01 Nov 2025 - 31 Oct 2026
Government Transparency Suite	$12,204.07	$13,058.35
Upgrade to SDI 720p Streaming	$2,650.73	$2,836.28
Granicus Encoding Appliance Software (GT)	$1,753.46	$1,876.20
Open Platform Suite	$5,960.01	$6,377.21
govAccess - Maintenance, Hosting, & Licensing Fee - Core	$12,246.38	$13,103.63
govDelivery for Integrations	$0.00	$0.00
Agenda Automation - Tier 1	$13,336.16	$14,269.69
Community Engagement - Tier 1	$5,334.22	$5,707.61
Meeting Management - Tier 1	$10,001.50	$10,701.61
Laserfiche Integration - Tier 1	$2,461.00	$2,633.27
SUBTOTAL:	**$65,947.53**	**$70,563.85**

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PRODUCT DESCRIPTIONS

Solution	Description
Government Transparency Suite	Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, and indexing of events.
Upgrade to SDI 720p Streaming	Upgrade to SDI 720p Streaming (requires Digital encoder and HD feed)
Granicus Encoding Appliance Software (GT)	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
govAccess - Maintenance, Hosting, & Licensing Fee - Core	The govAccess Maintenance, Hosting, and Licensing plan is designed to equip the client with the technology, expertise and training to keep the client's website relevant and effective over time. Services include the following: • Ongoing software updates • Unlimited technical support (6:00 AM - 6:00 PM PT, Monday - Friday) • Access to training webinars and on-demand video library • Access to best practice webinars and resources • Annual health check with research-based recommendations for website optimization • DDoS mitigation • Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)
govDelivery for Integrations	Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by govDelivery). Receive a monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus Advanced Network. Note: govDelivery integrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.

Solution	Description
Agenda Automation - Tier 1	Agenda Automation - Tier 1Includes: 2 workflows, 1 post workflow, 2 forms and up to 4 meeting types
Community Engagement - Tier 1	Community Engagement - Tier 1. Includes: Public Comment and Public Speaker Management
Meeting Management - Tier 1	Meeting Management - Tier 1Includes: 2 workflows, 1 post workflow
OneMeeting Agenda Automation - Configuration and Training	Agenda Automation - Analysis, Setup and Configuration ServicesThese services focus on the analysis of your agenda item approval process and the designing of the forms and workflows to faciliate the submittal and approval of agenda items.
OneMeeting Meeting Manager - Configuration and Training	Meeting Manager - Analysis, Setup and Configuration ServicesThese services focus on the analysis of your agenda, minutes and miscellaneous output templates; and your live meeting process. They also include the setup and configuration of the templates, motions and votes, public speaking and comment options (if purchased) and live meeting display.
Laserfiche Integration - Tier 1	Laserfiche Integration - Tier 1
OneMeeting Laserfiche Integration - Setup and Configuration	Laserfiche Integration - Setup and Configuration ServicesWe will work with you to configure the Laserfiche integration so that you can add OneMeeting documents to Laserfic

GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**
  - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
  - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use

and disclosure of such information).

- **Data obtained through the Granicus Advanced Network.**
  - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.
  - Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
  - Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

UPDATES TO SHARED SHORT CODES FOR SMS/TEXT MESSAGING (US CLIENTS ONLY):

- Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
- Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.

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TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-312964 dated 10 Nov 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of City of Tracy, CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

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BILLING INFORMATION

Billing Contact:	Diana Silveira	**Purchase Order Required?**	[ ] - No [ ] - Yes
Billing Address:	333 Civic Center Plaza, Tracy, CA 95376	**PO Number:** *If PO required*	
Billing Email:	diana.silveira@cityoftracy.org	**Billing Phone:**	209-831-6809

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-312964 dated 10 Nov 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

City of Tracy, CA	
Signature:	DocuSigned by: Midori Lichtwardt 5E962064124242B...
Name:	Midori Lichtwardt
Title:	Interim City Manager
Date:	12/11/2023 | 3:36 PM PST

DocuSign Envelope ID: BBA33F6E-6AA9-4E69-B1E7-70CE7830E977

GRANICUS

THIS IS NOT AN INVOICE

Order Form
Prepared for
City of Tracy, CA

Granicus Proposal for City of Tracy, CA

ORDER DETAILS

Prepared By:	Chloe Scheer
Phone:	
Email:	chloe.scheer@granicus.com
Order #:	Q-287511
Prepared On:	15 Nov 2023
Expires On:	15 Dec 2023

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance:	The term of the Agreement will commence on the date this document is signed and will continue for 12 months.

GRANICUS

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

New Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
Recurring Captioning Services	Annual	200 Hours	$27,000.00
		SUBTOTAL:	**$27,000.00**

GRANICUS

PRODUCT DESCRIPTIONS

Solution	Description
Recurring Captioning Services	Live closed captioning. • All Meetings will incur one hour minimum. • Cancellations within 24 hrs. will be charged 1 hour minimum. • Caption reservations should be reserved two weeks in advance. Jobs with little notice may not be guaranteed coverage, 24 hours as an absolute minimum. • Real Time Captions are provided at an 98% accuracy readability rating • Recurring Caption hours not used in the period of performance will not carry over to the following year.

THIRD PARTY DISCLAIMER

Closed Captioning and Meeting Services: *Client and Granicus may agree that a third party will provide closed captioning, transcription services, or other meeting services under this Agreement. In such case, Client expressly understands that the third party is an independent contractor and not an agent or employee of Granicus. Granicus is not liable for acts performed by such an independent third party.*

DocuSign Envelope ID: BBA33F6E-6AA9-4E69-B1E7-70CE7830E977

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-287511 dated 15 Nov 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of City of Tracy, CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Client will be invoiced for use of any product or service measured or capped by volume or amount of usage that exceeds the permitted amount set forth in this Quote at the same cost or rate set forth herein.

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BILLING INFORMATION

Billing Contact:	Diana Silveira	**Purchase Order Required?**	[ ] - No [ ] - Yes
Billing Address:	333 Civic Center Plaza, Tracy, CA 95376	**PO Number:** *If PO required*	
Billing Email:	diana.silveira@cityoftracy.org	**Billing Phone:**	209-831-6809

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-287511 dated 15 Nov 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

City of Tracy, CA	
Signature:	DocuSigned by: Midori Lichtwardt 5E962064124242B...
Name:	Midori Lichtwardt
Title:	Interim City Manager
Date:	12/11/2023 | 3:36 PM PST

Docusign Envelope ID: 9F3D5658-46B6-493A-B875-9A706FC2DBD0

Exhibit B

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2023-233

A RESOLUTION APPROVING THE EXECUTION OF A THREE-YEAR AGREEMENT WITH GRANICUS, LLC FOR THE LICENSING OF MULTIPLE PRODUCTS AND SERVICES WITH A NOT-TO-EXCEED AMOUNT OF $97,564 ANNUALLY AND 2) DISPENSING WITH THE PROCUREMENT REQUIREMENTS FOR THIS AGREEMENT PURSUANT TO TRACY MUNICIPAL CODE SECTION 2.20.140(b)(3).

WHEREAS, the City of Tracy seeks to enter into a contract with Grancius, LLC (Granicus) for a term of three years to allow the City to continue using its existing software license with Granicus, which includes agenda management, website hosting and CMS, Channel 26 streaming and expand with closed captioning services; and

WHEREAS, the City has been using Granicus products since 2017 and the tools have provided great productivity for staff both in agenda management and for Channel 26; and

WHEREAS, in the judgment of the City Manager, compliance with the formal competitive bidding procedures set out in TMC 2.20.140 is not in the best interest of the City. The City has worked with Granicus products and Granicus since 2017; therefore, the parties have a proven track record working together. Moreover, Granicus is the market leader in its industry, City staff has already been fully trained on using Granicus products, and the cost to switch to new products, and the related training costs and time, would be detrimental to the City's obligations and goals; and

WHEREAS, the Granicus' total compensation shall not exceed $97,564 per fiscal year and City Council authorizes the City Manager to extend the contracts with Granicus following a written determination that Granicus has satisfactorily met all the requirements of the agreements.

NOW, THEREFORE, be it resolved as follows:

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

RESOLVED: That the City Council of the City of Tracy hereby approves the execution of a three-year agreement with Granicus, LLC for the licensing of OneMeeting, govAccess, Government Transparency Suite, Closed Captioning Service, a public communication, and transparency suite of products.

RESOLVED: That the agreements with Granicus shall be approved as to form and legality, by the City Attorney before execution.

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

The foregoing Resolution 2023-233 was adopted by the Tracy City Council on the 5th day of December 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:
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

Docusign Envelope ID: 9F3D5658-46B6-493A-B875-9A706FC2DBD0
Docusign Envelope ID: F84B7BFC-F6F9-414C-A713-1C2272D0484F

GRANICUS

Exhibit C

Amendment
Prepared for
City of Tracy, CA

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

This First Amendment to the Granicus, LLC Service Agreement is effective on the date this document is signed and entered into by and between Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus (hereinafter referred to as "Granicus"), and City of Tracy, CA (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Client and Granicus entered into an Agreement effective 01 Nov 2023 (the "Agreement"); and

WHEREAS, in addition to Client's existing solution, Client wishes to add certain products and services as detailed in Q-393001, which is attached as Exhibit A and incorporated herein by reference; and

NOW, THEREFORE, in consideration of the premises, the parties intend that the Agreement be amended as follows:

1. Compensation shall be amended to include the fees detailed in Exhibit A. Exhibit A is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of the Client to provide applicable exemption certificate(s).
2. Except as amended by this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
3. In the event of any inconsistency between the provisions of this First Amendment and the documents comprising the Agreement, the provisions of this First Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives.

Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

City of Tracy, CA	Granicus
Signature: Signed by:	Signature: DocuSigned by:
Name: Dan Arriola	Name: Brendan Stierman
Title: MAYOR, CITY OF TRACY	Title: Sr. Manager, Contracts
Date: 3/31/2025 | 6:01 PM PDT	Date: 7/18/2025

Order #: Q-393001
Prepared: 17 Jan 2025

Docusign Envelope ID: 9F3D5658-46B6-493A-B875-9A706FC2DBD0
Docusign Envelope ID: F84B7BFC-F6F9-414C-A713-1C2272D0484F

GRANICUS

THIS IS NOT AN INVOICE

Exhibit A
Prepared for
City of Tracy, CA

Exhibit A

ORDER DETAILS

Prepared By:	Vanessa Melgarejo
Phone:	
Email:	vanessa.melgarejo@granicus.com
Order #:	Q-393001
Prepared On:	17 Jan 2025
Expires On:	18 Mar 2025

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Billing Term End Date:	31 Oct 2025

Docusign Envelope ID: 9F3D5658-46B6-493A-B875-9A706FC2DBD0
Docusign Envelope ID: F84B7BFC-F6F9-414C-A713-1C2272D0484F

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Terminating Subscriptions		
Solution	Quantity/Unit	Prior Annual Fee
govAccess - Maintenance, Hosting, & Licensing Fee - Core	0 Each	$12,246.38
SUBTOTAL:		$12,246.38

Upon the signing of this Agreement, annual fees for the terminating subscription(s) shall cease. Any pre-paid fees for the terminating subscription(s) after the signing of this Agreement will be prorated from the signing of this Agreement to the end of the Client's then-current billing term, credited, and such credit applied to the annual fees for new subscriptions.

Client will continue to have access to and use the terminating solution until the new subscription(s) is/are deployed.

Upon the deployment of Client's new solution as determined at Granicus' sole discretion, Granicus shall remove access to the Client's terminating subscription(s).

Existing Subscriptions			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Government Transparency Suite	Annual	1 Each	$12,204.07
Upgrade to SDI 720p Streaming	Annual	1 Each	$2,650.73
Granicus Encoding Appliance Software (GT)	Annual	1 Each	$1,753.46
Open Platform Suite	Annual	1 Each	$5,960.02
Agenda Automation - Tier 1	Annual	1 Each	$13,336.16
govDelivery for Integrations	Annual	1 Each	$0.00
Community Engagement - Tier 1	Annual	1 Each	$5,334.22
Meeting Management - Tier 1	Annual	1 Each	$10,001.50
Laserfiche Integration - Tier 1	Annual	1 Each	$2,461.00

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One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Granicus Web - Enhanced Package	Milestones - 40/30/30	1 Each	$31,500.00
Setup and configuration package: OpenForms License	Up Front	1 Each	$0.00
Training: OpenForms	Upon Delivery	1 Each	$0.00
OpenCities Security License - Services Setup and Configuration Package	Up Front	1 Hours	$0.00
Setup and configuration package: OpenForms Workflow add-on	Up Front	1 Each	$0.00
AzureAD Connector - Services Setup and Configuration Package	Up Front	1 Each	$0.00
SUBTOTAL:			$31,500.00

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
OpenForms Team License	Annual	1 Each	$5,467.75
OpenCities SaaS License	Annual	1 Each	$18,742.51
OpenCities Cloud Security License	Annual	1 Each	$0.00
OpenForms Add-on: Workflow	Annual	1 Each	$1,811.26
AzureAD Connector License	Annual	1 Each	$1,250.00
SUBTOTAL:			$27,271.52

Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Exceptions include Recurring Captioning Services, SMS, and Targeted Messages.Additional volume purchased will cover the period of 18 Mar 2025 - 31 Oct 2025 The additional volume and annual fees will be added to City of Tracy, CA's standard subscription and will be included in the next renewal period.

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FUTURE YEAR PRICING

Solution(s)	Period of Performance			
	Year 2	Year 3	Year 4	Year 5
Government Transparency Suite	$12,204.07	$12,204.07	$12,204.07	$12,204.07
Upgrade to SDI 720p Streaming	$2,836.28	$3,034.82	$3,247.26	$3,474.56
Granicus Encoding Appliance Software (GT)	$1,876.21	$2,007.54	$2,148.07	$2,298.43
Open Platform Suite	$6,377.22	$6,823.62	$7,301.28	$7,812.37
Agenda Automation - Tier 1	$14,269.69	$15,268.57	$16,337.37	$17,480.98
govDelivery for Integrations	$0.00	$0.00	$0.00	$0.00
Community Engagement - Tier 1	$5,707.62	$6,107.15	$6,534.65	$6,992.08
Meeting Management - Tier 1	$10,701.61	$11,450.72	$12,252.27	$13,109.93
Laserfiche Integration - Tier 1	$2,633.27	$2,817.60	$3,014.84	$3,225.87
OpenForms Team License	$5,850.49	$6,260.02	$6,698.22	$7,167.10
OpenCities SaaS License	$20,054.48	$21,458.30	$22,960.38	$24,567.60
OpenCities Cloud Security License	$0.00	$0.00	$0.00	$0.00
OpenForms Add-on: Workflow	$1,938.05	$2,073.71	$2,218.87	$2,374.19
AzureAD Connector License	$1,337.50	$1,431.12	$1,531.30	$1,638.49
SUBTOTAL:	$85,786.49	$90,937.24	$96,448.58	$102,345.67

GRANICUS

City of Tracy, CA

PRODUCT DESCRIPTIONS

Solution	Description
Government Transparency Suite	Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, and indexing of events.
Upgrade to SDI 720p Streaming	Upgrade to SDI 720p Streaming (requires Digital encoder and HD feed)
Granicus Encoding Appliance Software (GT)	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Agenda Automation - Tier 1	Agenda Automation - Tier 1Includes: 2 workflows, 1 post workflow, 2 forms and up to 4 meeting types
govDelivery for Integrations	Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by govDelivery). Receive a monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus Advanced Network. Note: govDelivery integrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.
Community Engagement - Tier 1	Community Engagement - Tier 1. Includes: Public Comment and Public Speaker Management
Meeting Management - Tier 1	Meeting Management - Tier 1Includes: 2 workflows, 1 post workflow
Laserfiche Integration - Tier 1	Laserfiche Integration - Tier 1

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Solution	Description
Granicus Web - Enhanced Package	The Enhanced package provides a citizen-focused website with a robust UX process. This package utilizes standard CMS functionality to create a modular homepage layout. It is recommended for organizations that have a small/medium website implementation team with the capacity to engage in a design process to feature their existing branding using proven design patterns for digital transformation. This package includes: • Professional Project Management o Weekly / bi-weekly communication • Basic UX Consultation, which may include one (1) or more of the following based on consultation with client: o One (1) site analytics report based on Google Analytics o One (1) homepage heatmap analytics visualization o One (1) internal stakeholder survey o One (1) Community survey export o One (1) modular homepage wireframe based on predefined building blocks o Information Architecture (IA) best practices review • One (1) Content Rationalization Package (basic) o Best practices review, one (1) hour session o Site scrape loaded into AIM framework document • One (1) Visual Design Package o One (1) homepage design concept o Interior page sample o Mobile version sample o Up to three (3) rounds of design revisions • Up to two (2) CX features o choose from Granicus library • Development/CMS Implementation • Content Migration - up to one hundred (100) pages • QA & Accessibility Report • Remote Training o Delivered in three (3) non-consecutive sessions eight (8) hours total o Up to ten (10) people

GRANICUS

City of Tracy, CA

Solution	Description
OpenForms Team License	OpenForms is a digital forms builder specifically designed for Government. Government services can be complicated, but the experience for the residents accessing them shouldn't have to be. OpenForms is perfect for the business of government, with capabilities that will help you convert complex, multi-page forms and processes into simple, step-by-step online forms that adjust based on customers responses. The Team plan enables powerful form building for up to: • 5 users, 50 published forms. Key features include: • Drag and drop form builder • Display logic and calculations • Payments • Insights dashboard • Form analytics • Support team access • Save responses • Unlimited responses • Data connections and API access • Up to: 10GB file uploads, 1,000 web API calls per hour This package does not include premium features such as workflow, workspaces, form versioning or custom documents. For these features, please consider OpenForms Enterprise.

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Solution	Description
OpenCities SaaS License	The OpenCities platform allows you to launch modern, easy to use websites that evolve to put the needs of your community at the center. The SaaS License includes: • All OpenCities out of the box functionality (excluding optional/premium modules priced separately) • Platform setup and full project management • Managed cloud hosting via Microsoft AzureGov • Ongoing security updates • Ongoing product updates and enhancements • WCAG AA Accessibility maintained perpetually • 99.9% up-time guarantee and 24/7 support for Priority 1 issues (per SLA) • Comprehensive SLA and Support Ticketing system See subscription agreement for details.
OpenCities Cloud Security License	Deployment of Imperva Security and Content Delivery Network (CDN). Providing leading caching and security resulting in enhanced protection from malicious attacks. Once configured, it continuously monitors and blocks attacks. With a global 24/7/365 security operations center, it provides an expertly managed web application firewall, distributed denial of service attack protection and advanced bot detection.
Setup and configuration package: OpenForms License	Setup and configuration of OpenForms
Training: OpenForms	1.5 hour OpenForms Training session for up to 25 people, delivered online.
OpenForms Add-on: Workflow	With workflow, once a resident hits submit on a form, OpenForms will allow you to set up multiple steps with automatic or decision based transitions to manage form response workflows.
OpenCities Security License - Services Setup and Configuration Package	Setup and configuration of OpenCities Imperva Security License

GRANICUS

City of Tracy, CA

Solution	Description
Setup and configuration package: OpenForms Workflow add-on	Setup and configuration of workflow for OpenForms Team License
AzureAD Connector License	OpenCities integrates with your Microsoft Active Directories (via AzureAD not on-prem), giving staff the convenience of a single sign-on experience and automatically mapping the appropriate roles and permissions in OpenCities to relevant AD users. For your OpenCities intranet, the Azure AD connector powers your staff directory and organisation chart to ensure they are dynamically updated on a regular basis. This may be used for your web, intranet and subsites.
AzureAD Connector - Services Setup and Configuration Package	Set up and configuration of AzureAD Connector

GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- Granicus Communications Suite Subscriber Information.
  - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
  - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- Data obtained through the Granicus Advanced Network.
  - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.
  - Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus

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Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.

- Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

UPDATES TO SHARED SHORT CODES FOR SMS/TEXT MESSAGING (US CLIENTS ONLY):

- Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
- Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.

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Exhibit D

APPROVED AS TO FORM AND LEGALITY
Kandpar Gill Jr
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2025-044

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(1) MAKING A DETERMINATION THAT COMPLIANCE WITH STANDARD PROCUREMENT PROCEDURES FOR CERTAIN SOFTWARE SERVICES IS NOT IN THE BEST INTERESTS OF THE CITY AND DISPENSING WITH THESE REQUIREMENTS PURSUANT TO TRACY MUNICIPAL CODE SECTION 2.20.140

(2) APPROVING THE EXECUTION OF AN AMENDMENT TO AN EXISTING CONTRACT WITH GRANICUS LLC. ADDING SERVICES TO REDESIGN AND MODERNIZE CITY'S WEBSITE AND EXTENDING THE TERM FOR AN ADDITIONAL FOUR YEARS FOR A TOTAL NOT-TO-EXCEED AMOUNT OF $102,400 ANNUALLY.

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

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

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

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

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

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

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

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

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

****

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

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

DAN ARRIOLA
Mayor of the City of Tracy, California

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

Exhibits:

A. Granicus LLC. Contract Quote Amendment 1

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Exhibit E

Amendment No. 2
To Granicus Service Agreement

This Amendment No. 2 (**Amendment**) to the Granicus Service Agreement entered between the City of Tracy, a municipal corporation (**City**), and Granicus LLC. (**Vendor**) dated June 17, 2025 (**Agreement**) is entered into as of the date of last signature below. City and Consultant are referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

A. The Agreement was executed pursuant to the authority granted in Resolution No. 2023-233, approved by the Tracy City Council on December 5, 2023.

B. The Agreement had an initial term of 5 year(s) with a not to exceed annual amount of $97,564 annually per calendar year.

C. The First Amendment was executed pursuant to the authority granted in Resolution No. 2025-044, approved by the Tracy City Council on March 4, 2025.

D. This Amendment added services with Granicus for a not to exceed annual amount of $102,400.

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

1. **Not to Exceed Amount.** Pursuant to Granicus Order# Q-455614 and Granicus Order# Q-456994, the City hereby increases the not to exceed amount to $165,000 per calendar year.

2. **Effect.** The Parties hereto ratify the Agreement and, except as expressly modified by this Amendment, all provisions of the Agreement will remain unchanged and in full force and effect.

3. **Entire Agreement.** This Amendment represents the entire agreement and understanding of the Parties and shall supersede any prior agreement—written or oral—between the Parties. This Amendment will not be valid and enforceable until executed by all of the Parties hereto. This Amendment may not be modified or altered except through a subsequent writing signed by both Parties.

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

5. **Signatures.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter and to execute this Amendment. This Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Amendment may be executed in one or more counterparts. All counterparts so executed shall constitute one contract, binding on all Parties, even though all Parties are not signatory to the same counterpart.

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

City of Tracy

By: DocuSigned by: Midori Lichtwardt
5E962064J24242B...
Midori Lichtwardt

Title: City Manager

Date: 9/4/2025 | 10:32 AM PDT

Consultant

By: DocuSigned by: Greg Eck
71FB6CB5D848403...
Greg Eck

Title: Senior Manager, Contracts

Date: 8/28/2025 | 5:32 PM CDT

Federal Tax Employer ID No. 41-1941088

Attest:

By: Signed by: April B. A. Quintanilla
F10DD30BC2B8498...
April B.A. Quintanilla, City Clerk

Approved as to form.

By: Signed by: kamalpreet Gill
954528B94705424...
L. David Nefouse, City Attorney

Consultant

By: DocuSigned by: Cristina Pinero-Aranda
B47B4D3883D74AF...
Cristina Pinero-Aranda

Title: Counsel

Date: 8/29/2025 | 3:29 PM CDT

Exhibits:

A – Agreement Granicus
B – Amendment No 1
C – Resolution 2025-135
D – Order Q-456994
E – Order Q-455614

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GRANICUS

Exhibit A

THIS IS NOT AN INVOICE

Order Form
Prepared for
City of Tracy, CA

Granicus Proposal for City of Tracy, CA

ORDER DETAILS

Prepared By:	Antonio Magadan
Phone:	
Email:	antonio.magadan@granicus.com
Order #:	Q-312964
Prepared On:	10 Nov 2023
Expires On:	15 Dec 2023

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance:	01 Nov 2023 - 31 Oct 2024

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PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Terminating Subscriptions		
Solution	**Quantity/Unit**	**Prior Annual Fee**
Peak Agenda Management	0 Each	$12,835.74
SUBTOTAL:		**$12,835.74**

Upon the signing of this Agreement, annual fees for the terminating subscription(s) shall cease. Any pre-paid fees for the terminating subscription(s) after the signing of this Agreement will be prorated from the signing of this Agreement to the end of the Client's then-current billing term, credited, and such credit applied to the annual fees for new subscriptions.

Client will continue to have access to and use the terminating solution until the new subscription(s) is/are deployed.

Upon the deployment of Client's new solution as determined at Granicus' sole discretion, Granicus shall remove access to the Client's terminating subscription(s).

One-Time Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**One-Time Fee**
OneMeeting Agenda Automation - Configuration and Training	Upon Delivery	1 Each	$2,168.00
OneMeeting Meeting Manager - Configuration and Training	Upon Delivery	1 Each	$1,626.00
OneMeeting Laserfiche Integration - Setup and Configuration	Upon Delivery	1 Each	$400.00
SUBTOTAL:			**$4,194.00**

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New Subscription Fees					
Solution	**Period of Performance**	**Billing Frequency**	**Quantity/ Unit**	**Annual Fee**	**Prorated Fee**
Agenda Automation - Tier 1	01 Nov 2023 - 31 Oct 2024	Annual	1 Each	$12,463.70	$12,463.70
Community Engagement - Tier 1	01 Nov 2023 - 31 Oct 2024	Annual	1 Each	$4,985.25	$4,985.25
Meeting Management - Tier 1	01 Nov 2023 - 31 Oct 2024	Annual	1 Each	$9,347.20	$9,347.20
Laserfiche Integration - Tier 1	01 Nov 2023 - 31 Oct 2024	Annual	1 Each	$2,300.00	$2,300.00
SUBTOTAL:				**$29,096.15**	**$29,096.15**

Renewing Subscription Fees					
Solution	**Period of Performance**	**Billing Frequency**	**Quantity/ Unit**	**Annual Fee**	**Prorated Fee**
Government Transparency Suite	01 Nov 2023 - 31 Oct 2024	Annual	1 Each	$11,405.67	$11,405.67
Upgrade to SDI 720p Streaming	01 Nov 2023 - 31 Oct 2024	Annual	1 Each	$2,477.32	$2,477.32
Granicus Encoding Appliance Software (GT)	01 Nov 2023 - 31 Oct 2024	Annual	1 Each	$1,638.75	$1,638.75
Open Platform Suite	01 Nov 2023 - 31 Oct 2024	Annual	1 Each	$5,570.10	$5,570.10
govAccess - Maintenance, Hosting, & Licensing Fee - Core	13 May 2024 - 31 Oct 2024	Annual	1 Each	$11,445.22	$5,364.62
govDelivery for Integrations	13 May 2024 - 31 Oct 2024	Annual	1 Each	$0.00	$0.00
SUBTOTAL:				**$32,537.06**	**$26,456.46**

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FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	01 Nov 2024 - 31 Oct 2025	01 Nov 2025 - 31 Oct 2026
Government Transparency Suite	$12,204.07	$13,058.35
Upgrade to SDI 720p Streaming	$2,650.73	$2,836.28
Granicus Encoding Appliance Software (GT)	$1,753.46	$1,876.20
Open Platform Suite	$5,960.01	$6,377.21
govAccess - Maintenance, Hosting, & Licensing Fee - Core	$12,246.38	$13,103.63
govDelivery for Integrations	$0.00	$0.00
Agenda Automation - Tier 1	$13,336.16	$14,269.69
Community Engagement - Tier 1	$5,334.22	$5,707.61
Meeting Management - Tier 1	$10,001.50	$10,701.61
Laserfiche Integration - Tier 1	$2,461.00	$2,633.27
SUBTOTAL:	**$65,947.53**	**$70,563.85**

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PRODUCT DESCRIPTIONS

Solution	Description
Government Transparency Suite	Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, and indexing of events.
Upgrade to SDI 720p Streaming	Upgrade to SDI 720p Streaming (requires Digital encoder and HD feed)
Granicus Encoding Appliance Software (GT)	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
govAccess - Maintenance, Hosting, & Licensing Fee - Core	The govAccess Maintenance, Hosting, and Licensing plan is designed to equip the client with the technology, expertise and training to keep the client's website relevant and effective over time. Services include the following: • Ongoing software updates • Unlimited technical support (6:00 AM - 6:00 PM PT, Monday - Friday) • Access to training webinars and on-demand video library • Access to best practice webinars and resources • Annual health check with research-based recommendations for website optimization • DDoS mitigation • Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)
govDelivery for Integrations	Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by govDelivery). Receive a monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus Advanced Network. Note: govDelivery integrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.

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Solution	Description
Agenda Automation - Tier 1	Agenda Automation - Tier 1Includes: 2 workflows, 1 post workflow, 2 forms and up to 4 meeting types
Community Engagement - Tier 1	Community Engagement - Tier 1. Includes: Public Comment and Public Speaker Management
Meeting Management - Tier 1	Meeting Management - Tier 1Includes: 2 workflows, 1 post workflow
OneMeeting Agenda Automation - Configuration and Training	Agenda Automation - Analysis, Setup and Configuration ServicesThese services focus on the analysis of your agenda item approval process and the designing of the forms and workflows to faciliate the submittal and approval of agenda items.
OneMeeting Meeting Manager - Configuration and Training	Meeting Manager - Analysis, Setup and Configuration ServicesThese services focus on the analysis of your agenda, minutes and miscellaneous output templates; and your live meeting process. They also include the setup and configuration of the templates, motions and votes, public speaking and comment options (if purchased) and live meeting display.
Laserfiche Integration - Tier 1	Laserfiche Integration - Tier 1
OneMeeting Laserfiche Integration - Setup and Configuration	Laserfiche Integration - Setup and Configuration ServicesWe will work with you to configure the Laserfiche integration so that you can add OneMeeting documents to Laserfic

GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**
  - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
  - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use

and disclosure of such information).

- **Data obtained through the Granicus Advanced Network.**
  - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.
  - Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
  - Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

UPDATES TO SHARED SHORT CODES FOR SMS/TEXT MESSAGING (US CLIENTS ONLY):

- Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
- Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.

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DocuSign Envelope ID: BBA33F6E-6AA9-4E69-B1E7-70CE7830E977

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-312964 dated 10 Nov 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of City of Tracy, CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

Docusign Envelope ID: 9F3D5658-46B6-493A-B875-9A706FC2DBD0
DocuSign Envelope ID: BBA33F6E-6AA9-4E69-B1E7-70CE7830E977

BILLING INFORMATION

Billing Contact:	Diana Silveira	**Purchase Order Required?**	[ ] - No [ ] - Yes
Billing Address:	333 Civic Center Plaza, Tracy, CA 95376	**PO Number:** *If PO required*	
Billing Email:	diana.silveira@cityoftracy.org	**Billing Phone:**	209-831-6809

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-312964 dated 10 Nov 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

City of Tracy, CA

Signature:	DocuSigned by: Midori Lichtwardt 5E9620641242428...
Name:	Midori Lichtwardt
Title:	Interim City Manager
Date:	12/11/2023 | 3:36 PM PST

Docusign Envelope ID: 9F3D5658-46B6-493A-B875-9A706FC2DBD0
DocuSign Envelope ID: BBA33F6E-6AA9-4E69-B1E7-70CE7830E977

GRANICUS

THIS IS NOT AN INVOICE

Order Form
Prepared for
City of Tracy, CA

Granicus Proposal for City of Tracy, CA

ORDER DETAILS

Prepared By:	Chloe Scheer
Phone:	
Email:	chloe.scheer@granicus.com
Order #:	Q-287511
Prepared On:	15 Nov 2023
Expires On:	15 Dec 2023

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance:	The term of the Agreement will commence on the date this document is signed and will continue for 12 months.

GRANICUS

Order Form
City of Tracy, CA

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

New Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
Recurring Captioning Services	Annual	200 Hours	$27,000.00
		SUBTOTAL:	**$27,000.00**

PRODUCT DESCRIPTIONS

Solution	Description
Recurring Captioning Services	Live closed captioning. • All Meetings will incur one hour minimum. • Cancellations within 24 hrs. will be charged 1 hour minimum. • Caption reservations should be reserved two weeks in advance. Jobs with little notice may not be guaranteed coverage, 24 hours as an absolute minimum. • Real Time Captions are provided at an 98% accuracy readability rating • Recurring Caption hours not used in the period of performance will not carry over to the following year.

THIRD PARTY DISCLAIMER

Closed Captioning and Meeting Services: *Client and Granicus may agree that a third party will provide closed captioning, transcription services, or other meeting services under this Agreement. In such case, Client expressly understands that the third party is an independent contractor and not an agent or employee of Granicus. Granicus is not liable for acts performed by such an independent third party.*

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-287511 dated 15 Nov 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of City of Tracy, CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Client will be invoiced for use of any product or service measured or capped by volume or amount of usage that exceeds the permitted amount set forth in this Quote at the same cost or rate set forth herein.

GRANICUS

Order Form
City of Tracy, CA

BILLING INFORMATION

Billing Contact:	Diana Silveira	**Purchase Order Required?**	[ ] - No [ ] - Yes
Billing Address:	333 Civic Center Plaza, Tracy, CA 95376	**PO Number:** *If PO required*	
Billing Email:	diana.silveira@cityoftracy.org	**Billing Phone:**	209-831-6809

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-287511 dated 15 Nov 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

City of Tracy, CA

Signature:	DocuSigned by: Midori Lichtwardt 5E982064124242B...
Name:	Midori Lichtwardt
Title:	Interim City Manager
Date:	12/11/2023 | 3:36 PM PST

Docusign Envelope ID: 9F3D5658-46B6-493A-B875-9A706FC2DBD0

Exhibit F

APPROVED AS TO FORM AND LEGALITY
Karen Gill for
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2025-135

AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT AMENDMENT TO AN EXISTING CONTRACT WITH GRANICUS, LLC FOR A TOTAL NOT TO EXCEED AMOUNT OF $165,000 PER FISCAL YEAR, TO COVER CERTAIN ADDITIONAL SERVICES INCLUDING BUT NOT LIMITED TO WEBSITE REFRESH, WEBPAGE CONVERSIONS, EXPANDED CLOSED-CAPTIONING SERVICES AND IMPLEMENTATION OF ELECTRONIC VOTING MODULES FOR CITY COUNCIL MEETINGS

WHEREAS, the City of Tracy first partnered with Granicus, LLC. in 2017 to provide its digital content-management and civic-engagement platform; and

WHEREAS, on March 4, 2025, the City executed first amendment to the contract Granicus, LLC. to redesign and modernize the City's website and upgrade agenda-management capabilities; and

WHEREAS, the March 4, 2025, agreement established a not to exceed spend authority for the City of One Hundred and Two Thousand Dollars Four Hundred Dollars ($102,400) per year; and

WHEREAS, the Information Technology Department now requests an increase in spend authority to Hundred and Sixty-Five Thousand Dollars ($165,000) per fiscal year to buy new hardware for the video streaming, support additional webpage conversions, accessible PDF migrations, expanded closed-captioning services for public meetings, and the implementation of an electronic voting module for City Council meetings; and

WHEREAS, these enhancements will significantly improve transparency, accessibility, and operational efficiency in the City's digital-government initiatives; and

WHEREAS, staff is still in negotiations with Granicus to finalize the additional scope of work and once the scope of services is finalized, staff will prepare the second amendment to the contract; and

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

Docusign Envelope ID: 9F3D5658-46B6-493A-B875-9A706FC2DBD0

RESOLVED: That the City Council of the City of Tracy hereby authorizes the City Manager to execute the contract amendment to an existing contract with Granicus LLC for a total not to exceed amount of $165,000 per fiscal year, to cover certain additional services including but not limited to website refresh, webpage conversions, expanded closed-captioning services and implementation of electronic voting modules for city council meetings

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

The foregoing Resolution 2025-135 was adopted by the Tracy City Council on the 17th day of June 2025 by the following vote:

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

DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST:
APRIL B.A. QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

GRANICUS

Exhibit G

Third Amendment
City of Tracy, CA

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

This Third Amendment to the Granicus, LLC Service Agreement is effective on the date this document is signed and entered into by and between Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus (hereinafter referred to as "Granicus"), and City of Tracy, CA (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Client and Granicus entered into an Agreement effective 01 November 2023 (the "Agreement");

WHEREAS, the First Amendment was executed pursuant to the authority granted in Resolution No. 2025-044, approved by the Tracy City Council on March 4, 2025;

WHEREAS, The Second Amendment was executed pursuant to the authority granted in Resolution No. 2025-135, approved by the Tracy City Council on June 17, 2025; and

WHEREAS, in addition to Client's existing solution, Client wishes to add certain products and services as detailed in Q-520241, which is attached as Exhibit A and incorporated herein by reference; and

NOW, THEREFORE, in consideration of the premises, the parties intend that the Agreement be amended as follows:

1. Compensation shall be amended to include the fees detailed in Exhibit A. Exhibit A is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of the Client to provide applicable exemption certificate(s).

2. Except as amended by this Third Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

3. In the event of any inconsistency between the provisions of this Third Amendment and the documents comprising the Agreement, the provisions of this Third Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives.

Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

City of Tracy, CA	Granicus
Signature:	**Signature:**
Name:	**Name:**
Title:	**Title:**
Date:	**Date:**

Order #: Q-499827
Prepared: 22 Jan 2026

Granicus Proposal for City of Tracy, CA

ORDER DETAILS

Prepared By:	Vanessa Melgarejo
Phone:	
Email:	vanessa.melgarejo@granicus.com
Order #:	Q-520241
Prepared On:	12 Feb 2026
Expires On:	05 Apr 2026

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance:	The Agreement will begin upon the date of signature and will continue through the end of the then current billing term.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Terminating Subscriptions		
Solution	**Quantity/Unit**	**Prior Annual Fee**
OpenForms Team License	0 Each	$5,850.49
OpenForms Add-on: Workflow	0 Each	$1,938.05
	SUBTOTAL:	**$7,788.54**

Upon the signing of this Agreement, annual fees for the terminating subscription(s) shall cease. Any pre-paid fees for the terminating subscription(s) after the signing of this Agreement will be prorated from the signing of this Agreement to the end of the Client's then-current billing term, credited, and such credit applied to the annual fees for new subscriptions.

Client will continue to have access to and use the terminating solution until the new subscription(s) is/are deployed.

Upon the deployment of Client's new solution as determined at Granicus' sole discretion, Granicus shall remove access to the Client's terminating subscription(s).

Existing Subscriptions			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
Open Platform Suite	Annual	1 Each	$6,377.23
Agenda Automation - Tier 1	Annual	1 Each	$14,269.69
govDelivery for Integrations	Annual	1 Each	$0.00
Community Engagement - Tier 1	Annual	1 Each	$5,707.62
Meeting Management - Tier 1	Annual	1 Each	$10,701.62
Laserfiche Integration - Tier 1	Annual	1 Each	$2,633.27
OpenCities SaaS License	Annual	1 Each	$20,054.48
OpenCities Cloud Security License	Annual	1 Each	$0.00
AzureAD Connector License	Annual	1 Each	$1,337.50
GovMeetings Live Cast	Annual	1 Each	$11,199.18
Granicus Live Cast Encoding Software	Annual	1 Each	$571.40
Upgrade to 1080p Streaming	Annual	1 Each	$5,247.01
Open Platform Suite	Annual	1 Each	$0.00
		SUBTOTAL:	**$78,099.00**

One-Time Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**One-Time Fee**
Setup and configuration package: OpenForms License	Up Front	1 Each	$7,630.00
Training: OpenForms	Upon Delivery	1 Each	$0.00
Granicus Web - Intranet-Specialty services pack - Independent Subsite	Milestones - 40/30/30	3 Each	$32,400.00
Granicus Web - TRAINING - Developer Training (Dev Tool Kit - Vision or dev training OC)	Upon Delivery	1 Each	$3,240.00
		SUBTOTAL:	**$43,270.00**

New Subscription Fees					
Solution	**Period of Performance**	**Billing Frequency**	**Quantity/ Unit**	**Annual Fee**	**Prorated Fee**
OpenForms Enterprise License (30 users, 100 forms)	31 Mar 2026 - 31 Oct 2026	Annual	1 Each	$10,633.50	$6,232.01
OpenCities Subsite License	31 Mar 2026 - 31 Oct 2026	Annual	3 Each	$5,747.00	$3,368.16
SUBTOTAL:				**$16,380.50**	**$9,600.17**

Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Except for services sold on a volume basis, which must be consumed during the then current billing term. Additional volume purchased herein will cover the period of 31 Mar 2026 - 31 Oct 2026 The additional volume and annual fees will be added to City of Tracy, CA's current subscription and will be included in the next renewal period.

PRODUCT DESCRIPTIONS

Solution	Description
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Agenda Automation - Tier 1	Agenda Automation - Tier 1Includes: 2 workflows, 1 post workflow, 2 forms and up to 4 meeting types
govDelivery for Integrations	Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by govDelivery). Receive a monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus Advanced Network. Note: govDelivery integrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.
Community Engagement - Tier 1	Community Engagement - Tier 1. Includes: Public Comment and Public Speaker Management
Meeting Management - Tier 1	Meeting Management - Tier 1Includes: 2 workflows, 1 post workflow
Laserfiche Integration - Tier 1	Laserfiche Integration - Tier 1
OpenCities SaaS License	The OpenCities platform allows you to launch modern, easy to use websites that evolve to put the needs of your community at the center. The SaaS License includes: - All OpenCities out of the box functionality (excluding optional/premium modules priced separately) - Platform setup and full project management - Managed cloud hosting via Microsoft AzureGov - Ongoing security updates - Ongoing product updates and enhancements - WCAG AA Accessibility maintained perpetually - 99.9% up-time guarantee and 24/7 support for Priority 1 issues (per SLA) - Comprehensive SLA and Support Ticketing system See subscription agreement for details.
OpenCities Cloud Security License	Deployment of Imperva Security and Content Delivery Network (CDN). Providing leading caching and security resulting in

Solution	Description
	enhanced protection from malicious attacks. Once configured, it continuously monitors and blocks attacks. With a global 24/7/365 security operations center, it provides an expertly managed web application firewall, distributed denial of service attack protection, and advanced bot detection.
AzureAD Connector License	Websites & CMS integrates with your Microsoft Active Directories (via AzureAD not on-prem), giving staff the convenience of a single sign-on experience and automatically mapping the appropriate roles and permissions in Websites & CMS to relevant AD users.
GovMeetings Live Cast	govMeetings Live Cast provides the ability to manage public meetings from anywhere, on almost any device using cloud based software and a Granicus Live Cast encoder. It will stream public meetings in HD, allow users to live index items, record and publish minutes, and provide archive videos for on-demand viewing.
Granicus Live Cast Encoding Software	Granicus Live Cast Software will convert the video feed for video streaming on the web which will also record video and provides the MP4 file for archive playback. *Only used with the Live Cast encoder hardware and Live Cast solution.*
Upgrade to 1080p Streaming	Upgrade to 1080p Streaming (requires Live Cast and Live Cast Encoder)
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
OpenForms Enterprise License (30 users, 100 forms)	Forms & Workflow is a digital forms builder specifically designed for Government. Government services can be complicated, but the experience for the residents accessing them shouldn't have to be. This application is perfect for the business of government, with capabilities that will help you convert complex, multi-page forms and processes into simple, step-by-step online forms that can adjust based on customers responses.
Setup and configuration package: OpenForms License	Granicus will set up your Forms & Workflow subscription. If you have an active subscription already that is being replaced by this new subscription, we will alter it so you can continue to use your existing forms and tools so as not to start from scratch
Training: OpenForms	Forms & Workflow Training: 1.5 hour session for up to 25 people, delivered online.
Granicus Web - Intranet-Specialty services pack -	The Independent Subsite package offers a mutually agreed upon wireframe based on department needs from Granicus' selection of

Solution	Description
Independent Subsite	layouts.
OpenCities Subsite License	"This License is for a single subsite to be installed with an instance of Websites & CMS. Examples of subsites include: Libraries, leisure centers, festivals, tourism and more. Using our Subsite functionality, clients can create and manage"
Granicus Web - TRAINING - Developer Training (Dev Tool Kit - Vision or dev training OC)	The Developer Training provides agencies with instruction on using and mastering additional configuration within the CMS platform. It includes related setup, configuration, advanced platform overview, and up to six (6) hours of training with a Granicu

GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**
  - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
  - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- **Data obtained through the Granicus Advanced Network.**
  - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.
  - Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
  - Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

(the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.

- Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
- Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

(the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.

- Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
- Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

TERMS & CONDITIONS

- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-520241 dated 12 Feb 2026 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of City of Tracy, CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

- Billing Frequency Notes (Milestones - 40/30/30): Payments shall become due and payable as follows: 40% of the total upon signature of this Agreement; 30% of the total upon homepage design approval; and 30% of the total upon go-live.
- Upon the effective date, this Agreement shall supersede and replace any previous agreement between the parties for the Terminating and/or Existing Subscriptions listed herein. All such prior agreements between the parties are hereby void and of no force and effect.
- Client will be invoiced for use of any product or service measured or capped by volume or amount of usage that exceeds the permitted amount set forth in this Quote at the same cost or rate set forth herein.

BILLING INFORMATION

Billing Contact:		**Purchase Order Required?**	[ ] - No [ ] - Yes
Billing Address:		**PO Number:** *If PO required*	
Billing Email:		**Billing Phone:**	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-520241 dated 12 Feb 2026 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

City of Tracy, CA	
Signature:	
Name:	
Title:	
Date:	

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT AMENDMENT TO AN EXISTING CONTRACT WITH GRANICUS, LLC FOR A TOTAL NOT TO EXCEED AMOUNT OF $225,000 PER FISCAL YEAR, TO COVER CERTAIN ADDITIONAL SERVICES INCLUDING BUT NOT LIMITED TO WEBSITE REFRESH, WEBPAGE CONVERSIONS, EXPANDED CLOSED-CAPTIONING SERVICES AND IMPLEMENTATION OF ELECTRONIC VOTING MODULES FOR CITY COUNCIL MEETINGS

WHEREAS, the City of Tracy first partnered with Granicus, LLC. in 2017 to provide its digital content-management and civic-engagement platform; and

WHEREAS, on March 4, 2025, the City executed first amendment to the contract Granicus, LLC. to redesign and modernize the City's website and upgrade agenda-management capabilities; and

WHEREAS, the March 4, 2025, agreement established a not to exceed spend authority for the City of One Hundred and Two Thousand Dollars Four Hundred Dollars ($102,400) per year; and

WHEREAS, the Information Technology Department now requests an increase in spend authority to Hundred and Sixty Five Thousand Dollars ($165,000) per fiscal year to buy new hardware for the video streaming, support additional webpage conversions, accessible PDF migrations, expanded closed-captioning services for public meetings, and the implementation of an electronic voting module for City Council meetings; and

WHEREAS, these enhancements will significantly improve transparency, accessibility, and operational efficiency in the City's digital-government initiatives; and

WHEREAS, staff is still in negotiations with Granicus to finalize the additional scope of work and once the scope of services is finalized, staff will prepare the second amendment to the contract; and

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

RESOLVED: That the City Council of the City of Tracy hereby authorizes the City Manager to execute the contract amendment to an existing contract with Granicus LLC for a total not to exceed amount of $225,000 per fiscal year, to cover certain additional services including but not limited to website refresh, webpage conversions, expanded closed-captioning services and implementation of electronic voting modules for city council meetings

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

The foregoing Resolution 2026-_____ was adopted by the Tracy City Council on the 17th day of March 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

March 17, 2026

Agenda Item 1.M

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution approving a Purchase Agreement for goods, commodities, and ancillary services with DecoTech Systems, Inc., utilizing OMNIA Partners cooperative purchase agreements for the purchase and installation of Verkada Cameras, Access Control, and related Equipment, incorporating by reference contract Region 4 Educational Service Center Contract R250206, with a not-to-exceed amount of $1,500,000 per calendar year and the term ending on April 1, 2032.

EXECUTIVE SUMMARY

This item seeks City Council approval to leverage a competitively bid OMNIA Partners cooperative contract (Region 4 ESC R250206) and to enter into a General Services Agreement with DecoTech for the delivery and installation of Verkada security technology Citywide. The agreement will enable the City to modernize and expand physical security (video, access control, intercom, and environmental sensors) across City facilities through a single, competitively priced contract. Approval will streamline procurement, accelerate deployment, lock in favorable pricing, and reduce repetitive staff workload associated with multiple individual procurements. The requested authority is capped at $1.5 million per calendar year and purchases will only occur within funds appropriated by the City Council. through the annual fiscal year budgetary approval process.

BACKGROUND AND LEGISLATIVE HISTORY

The City operates a broad network of facilities—including civic, public safety, utilities, transit, airport, cultural, and parks sites—that require reliable, modern physical security systems. The City has historically utilized cooperative purchasing agreements (consistent with Tracy Municipal Code 2.20.220) to obtain best-value pricing and reduce procurement cycle time for technology goods and services.

OMNIA Partners (Region 4 ESC) competitively solicited and awarded contract R250206 that includes Verkada hardware, software subscriptions, and related services. DecoTech Systems, Inc. is a California-based, Verkada-authorized reseller capable of furnishing equipment and turnkey installation services pursuant to this cooperative contract.

To facilitate efficient Citywide deployment and lifecycle support of Verkada solutions, staff requests approval of the attached GSA with DecoTech Systems, Inc. and authority

to use OMNIA R250206 for annual purchases and installations up to $1.5 million per calendar year.

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

ANALYSIS

Staff is recommending to use a 'dual-vendor' approach. Meaning that the City wants the choice to have cameras and access controls installed by at least 2 vendors. This ensures operational resilience; staff intends to maintain a non-exclusive bench of qualified integrators – including DecoTech, Terrapin and PointOne for the same Verkada scope of work. Key benefits include:

- Business continuity and improved availability. It avoids a single point of failure if one vendor is capacity constrained or experiencing staffing turnover.

- Competitive tension at the task-order level. Even under cooperative pricing, obtaining quotes from multiple vendors helps validate pricing, time of install and lead times. This ensures vendors focus on quality or they will not be competitive.

- Surge capacity of parallel projects. The city has multiple projects already today that require Verkada equipment to be installed, including the Multi-Gen Rec Center as well as the Temporary Emergency Housing Facility (TEHF). We expect multiple parallel projects to continue as the Police Department, the Transit Division and Water Treatment, Wastewater and the Airport have already expressed a need to update the equipment.

- Risk Management and performance assurance. If performance issues arise on a given task, the City can rebalance future work to the other integrator, allowing installs to continue as the performance issues are addressed.

- Supply-chain resilience. Dual sourcing reduces exposure to back-orders for specific items, such as mounts, cabling, etc.

Citywide there is a need for security modernization. Many existing sites rely on end-of-life cameras and disparate access systems that are costly to maintain and lack unified management, remote access, modern analytics, and cyber-secure architectures. A standardized Verkada platform will deliver:

- Unified, cloud-managed video, access control, intercoms, environmental sensors, and alarms

- Centralized administration (single pane of glass), role-based access, audit trails

- Improved reliability, encrypted-by-default architecture, and simplified compliance reporting

- Faster investigations and incident response for Police and City departments

- Scalable coverage for new facilities, tenant improvements, and capital projects

Under the GSA, DecoTech will furnish and install, on an as-needed, as-funded basis:

- Verkada cameras (indoor/outdoor, fixed and panoramic), door controllers, readers, intercoms, environmental sensors (air quality, vape, temperature/humidity), and necessary licenses

- Network cabling, low-voltage electrical, equipment mounting, weatherproofing, and pathway remediation

- System configuration, integrations with City identity/security systems, acceptance testing, and documentation (as-builts, asset inventory)

- Warranty facilitation and post-installation support

Using the OMNIA cooperative agreement (Region 4 ESC R250206) satisfies competitive procurement requirements and enables the City to leverage national volume pricing, standardized terms, and shorter lead times. Staff will continue to follow City purchasing policies, including issuance of purchase orders under the approved NTE and verification of pricing against the cooperative schedule.

DecoTech is a Verkada-authorized reseller with the ability to deliver complete, turnkey projects with certified installation crews and manufacturer support. Leveraging an authorized partner ensures proper design, installation quality, and access to manufacturer warranties and escalation pathways.

Implementation and Governance. Deployments will be phased by risk and readiness, with initial focus on:

- Public safety facilities and high-traffic civic locations

- Critical infrastructure (water, wastewater, transit, and airport)

- Sites with end-of-life systems or coverage gaps

The authority to utilize the OMNIA Partners cooperative agreement (Region 4 ESC R250206) and the General Services Agreement with DecoTech is Citywide and

non-exclusive. Any City department may initiate purchases and projects under this vehicle, as operational needs arise, to upgrade or expand video cameras, door access control, intercoms, environmental sensors, and related security technologies at their facilities. Departments will coordinate scope and funding with the Innovation & Technology Department and Finance, and work orders will be issued in accordance with the City's purchasing policies and adopted budgets. Projects will be coordinated with all City Departments involved. The Innovation & Technology (I&T) Department will maintain governance standards for device hardening, role-based access, retention settings, and audit logging.

The Verkada platform will be configured to meet City cybersecurity standards (network segmentation, MFA/SSO, least-privilege roles, encryption) and to align with applicable privacy and records retention requirements, including department SOPs for video access and release.

FISCAL IMPACT

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

Approval of this item authorizes the City Manager to execute purchases and task orders under the OMNIA cooperative agreement and the GSA with DecoTech. Expenditures will vary annually based on project prioritization, budget availability, and lifecycle replacement needs.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution approving a Purchase Agreement for goods, commodities, and ancillary services with DecoTech Systems, Inc., utilizing OMNIA Partners cooperative purchase agreements for the purchase and installation of Verkada Cameras, Access Control, and related Equipment, incorporating by reference contract Region 4 Educational Service Center Contract R250206, with a not-to-exceed amount of $1,500,000 per calendar year and the term ending on April 1, 2032.

Prepared by:	Norbert Ruijling, Chief Innovation Officer
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:

Exhibit A: General Services Agreement
Exhibit B: Master Intergovernmental Cooperative Agreement
Exhibit C: Authorized Reseller Letter

CITY OF TRACY
GENERAL SERVICES AGREEMENT

This General Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and DecoTech Systems, Inc., a California Corporation (**Contractor**). City and Contractor are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain Contractor to perform and install camera equipment throughout the City of Tracy campuses; and

B. Pursuant to Tracy Municipal Code 2.20.220, the City is utilizing a cooperative purchasing agreement to purchase the Equipment. All formal contract and bidding procedures to be followed in such cases shall be those specifically enumerated in the voluntary cooperative purchasing agreement or program.

C. The City is utilizing OMNIA Partners Cooperative (OMNIA) purchasing agreement to procure Information Technology Solutions and Services. OMNIA Partners, Public Sector is a cooperative purchasing organization established for public agencies across the United States with the specific purpose of reducing procurement costs by leveraging group volume. OMNIA and the Vendor entered into an agreement for the purchase of technology products and ancillary services related to said goods in accordance with the cooperative agreement, more particularly described as the Region 4 Education Service center (ESC) Contract No R250206 as established by OMNIA partners formerly known as NIPA (Contract). (Exhibit A).

D. 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.

E. This Agreement is being executed pursuant to Resolution No. 2026-____ approved by Tracy City Council on March 17, 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: Daniel Gillette. Contractor shall not replace its Authorized Representative, nor shall Contractor use or replace any subcontractors or subconsultants, without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel or subcontractor may result in the termination of this Agreement.

2. Time of Performance. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Contractor shall begin performance, and shall complete all required services no later than the agreed upon date between the City and Contractor. 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 January 20, 2026 and end on March 31, 2030, unless terminated in accordance with Section 6.

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

3.1 Not to Exceed Amount. Contractor's total compensation under this Agreement shall not exceed $1,500,000 (one million five hundred thousand dollars) per calendar 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. Upon termination for convenience, Contractor shall be compensated for materials ordered or committed (including non-cancelable or non-returnable items)

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: Norbert Ruijling, CIO
333 Civic Center Plaza
Tracy, CA 95376

To Contractor:

DecoTech Systems, Inc.
Daniel Gillette
1180 Mt. Diablo Blvd. #300
Walnut Creek, CA 94596

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

14. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

By: Dan Arriola
Title: Mayor
Date: _____

Attest:

_____
April B. A. Quintanilla, City Clerk

Approved as to form:

_____
L. David Nefouse, City Attorney

Contractor

Signed by:
Nathan Burkhardt
DocuSigned by: Nathan Burkhardt

By: _____
Title: President
Date: 2/19/2026 | 4:56 PM PST

Federal Employer Tax ID No. 68-0424937

_____
By: _____
Title: _____
Date: _____

Exhibits:

A Master Intergovernmental Cooperative Agreement
B Authorized Vendor of Verkada Products Letter

EXHIBIT A -
Master Intergovernmental Cooperative Agreement

DecoTech Verkada OMNIA Agreement

Exhibit A

Region 4 Education Service Center (ESC)

Contract # R250206

for

Weapons and Threat Detection Equipment, Services, and Other Solutions

with

Verkada, Inc.

Effective: April 1, 2025

The following documents comprise the executed contract between the Region 4 Education Service Center and Verkada, Inc., effective April 1, 2025:

I. Vendor Contract and Signature Form
II. Supplier's Response to the RFP, incorporated by reference

REGION 4

DRAFT CONTRACT

*This Contract ("**Contract**") is made as of April 1, 2025 by and between **Verkada, Inc.** ("**Contractor**") and Region 4 Education Service Center ("**Region 4 ESC**") for the purchase of **Weapons and Threat Detection Equipment, Services, and Other Solutions** (the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number 25-02 for Weapons and Threat Detection Equipment, Services, and Other Solutions ("RFP"), to which Contractor provided a response ("**Proposal**"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The initial term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for an additional term of up to two (2) years or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. Notwithstanding the forgoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.

   The anticipated full term of the contract is five (5) years. The Successful Offeror(s) shall have the right to enter local "service" agreements with Participating Public Agencies accessing the

contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed five years. Any local agreements, job orders, project agreements or maintenance agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda
   v. Verkada's End User Agreement, including the Data Processing Addendum and Verkada's Security Terms

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing

11) TERMINATION OF CONTRACT

a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

i. Providing material that does not meet the specifications of the Contract;
ii. Providing work or material was not awarded under the Contract;
iii. Failing to adequately perform the services set forth in the scope of work and specifications;
iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably

within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract for a period of up to one year beyond the term of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price

is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

24) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract.

Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

25) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

26) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

27) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

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OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name	Verkada, Inc.
Address	406 E. 3rd Ave
City/State/Zip	San Mateo, CA 94401
Telephone No.	650-514-2682
Email Address	caleb.augustin@verkada.com
Printed Name	Caleb Augustin
Title	Director of Global Channel
Authorized signature	Signed by: Caleb Augustin

Accepted by Region 4 ESC:

Contract No. _R250206_____

Initial Contract Term 4/1/2025 to 3/31/2028

Region 4 ESC Authorized Board Member — Date: 2/25/2025

Linda Tinnerman
Print Name

Region 4 ESC Authorized Board Member — Date: 2/25/2025

Victor E. White
Print Name

This attachment is executed in good faith. provided that in the event Verkada is awarded this opportunity. the parties will negotiate in good faith and execute a mutually agreeable contract.

25-02 Weapons Verkada

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

☑ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Section 4	Order of Precedence	As discussed in more detail in our letter, given the unique nature of our products our terms should be incorporated by reference.	
Section 11(c)	Cost to Cover	Deletion of last sentence of the section.	
Section 13	Survival of Terms	To be properly scoped based on the products provided under the Agreement	
Sections 23-28	On-site Terms	To be deleted - not applicable as Verkada will not be on-site and does not provide any on-site services. These terms would be between customer and their selected installation partner.	
Section 30	Indemnity	To be properly scoped based on what Verkada is providing under the Agreement.	

OMNIA Colleagues,

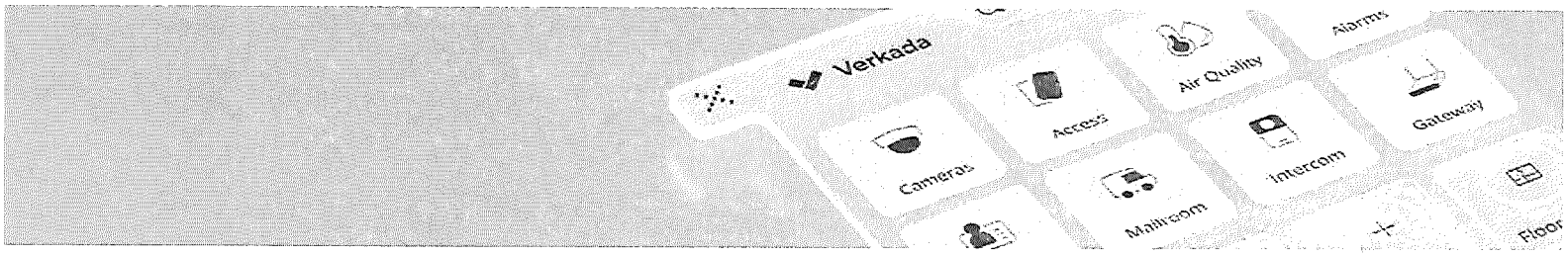
Thank you for providing your Administration Agreement and Sample Draft Contract (collectively, "Agreements") for review. We understand that your Agreements are drafted to cover a broad range of vendors and providers, however the Verkada products are not your typical enterprise SaaS and have a unique structure which involves hardware, downloaded software, and cloud hosted software, all sold through the channel. This approach is reflected in our agreements:

- EUA: this is our End User Agreement that governs the purchase and use of our hardware and software. This EUA reflects our unique licensing regime with co-termination, RMA rules, the 30-day return period, SLA and support terms, and the fact that all our sales go through our channel partners. These terms reflect how the product and related business processes work at Verkada, which are standardized across our customer base.
    - Alarms Addendum (if applicable): this addendum is specific to the purchase and use of our Alarms products and services and reflects the industry standard approach for alarm system vendors.
- DPA: the Data Processing Addendum is made part of the EUA and reflects how our offering processes Personal Data in accordance with Data Protection Laws.
- Security Terms: Verkada's Security Controls are integrated into the EUA and reflect our applicable administrative, technical, physical, and procedural security measures. Additionally, if more detailed information is needed (e.g. recent SOC 2 or ISO reports), end-customers can submit a request with our security team.

In the event Verkada is awarded this opportunity, we believe that it would be most efficient for the parties to incorporate the Verkada agreements as part of the negotiated Agreements. Additionally, we will work in good faith on mutually agreeable revisions to the Agreements regarding some of the high-level issues that we have identified (e.g. scope of indemnity, order of precedence, clarifications on inapplicable provisions due to the nature of Verkada products). We look forward to your decision and are happy to answer any questions you may have in the meantime.

Thank you,

Verkada Legal Team



Verkada

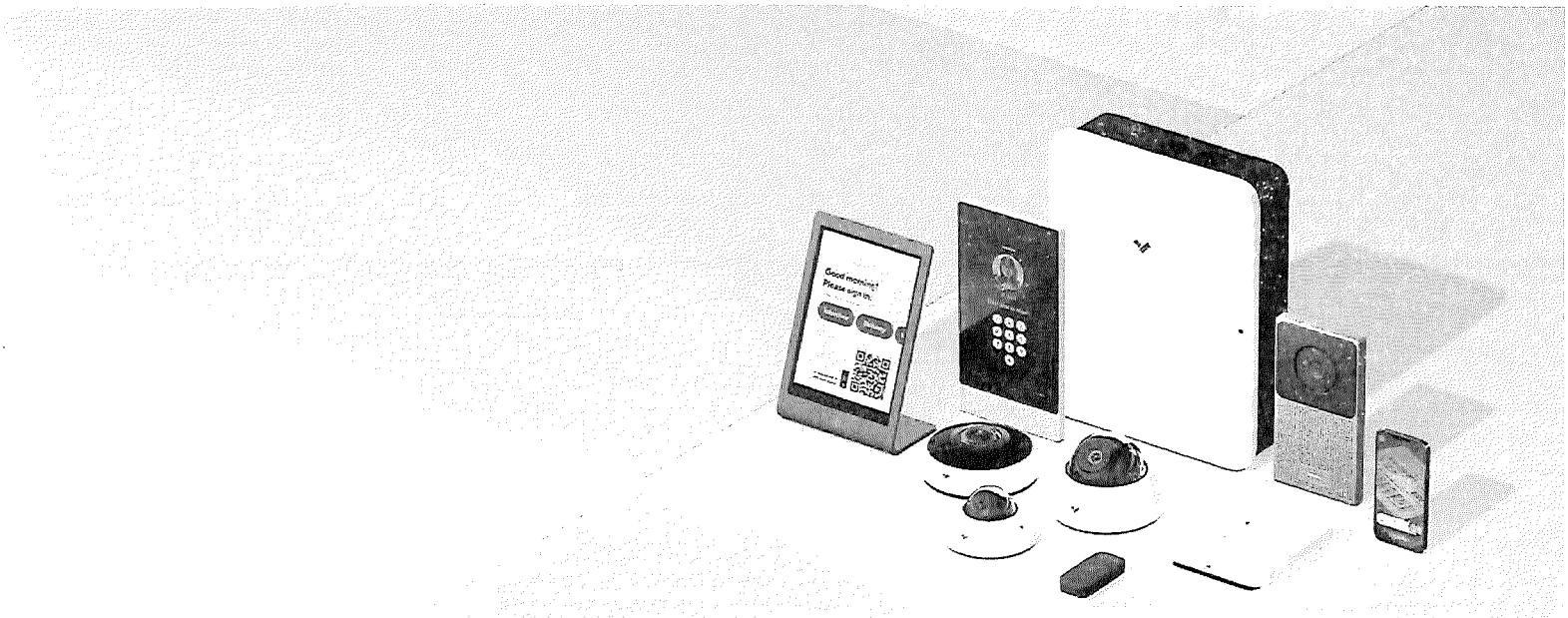
Proposal Response for Region 4 Education Service Center & OMNIA Partners

25-02 Weapons Threat Detection Equipment, Services, and Other Solutions

November 20, 2024

Submitted by: Verkada, Inc | 406 E. 3rd Ave. San Mateo, CA 94401

Point of Contact: Kayla Medina | Program Manager, Government Contracts | (801) 793-2634 | kayla.medina@verkada.com



This proposal contains proprietary and confidential information of Verkada, Inc and is provided for the sole purpose of responding to this RFP.

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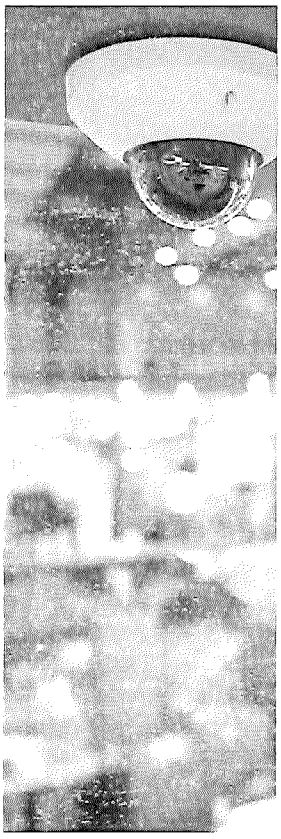

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Verkada

11/9/2024

Region 4 Education Service Center
7145 West Tidwell Road
Houston, Texas 77092-2096

Ref: Weapons and Threat Detection Equipment RFP #25-02

Dear Region 4 Education Service Center,

Verkada is pleased to present our proposal to provide Threat Detection and Related Services to the Region 4 Education Service Center and Participating Public Agencies.

Included in Verkada's proposal is our complete product line of physical security solutions, all seamlessly integrated through a single, cloud-based software platform. Designed with simplicity in mind, Verkada's six product lines—video security cameras, access control, environmental sensors, alarms, visitor management, and mailroom management—deliver unparalleled visibility into building security.

With over 22,000 customers across 70 countries, supported by a team of 1,800 employees in 16 global offices, Verkada is trusted by organizations in every industry. Our solutions protect people where they visit, work, and live.

Verkada is committed to building a strong and collaborative partnership with Region 4/OMNIA Partners to provide streamlined procurement and exceptional value to the public sector. With our emphasis on serving state, local, and educational entities, Verkada is uniquely positioned to meet the specific needs of your organization while maintaining the highest standards of integrity and performance.

Kayla Medina will serve as Verkada's primary contact during clarifications or negotiations with Region 4 and/or OMNIA Partners. We look forward to the opportunity to partner with you and deliver the innovative solutions needed to protect the communities you serve.

We look forward to your response.

Sincerely,

DocuSigned by:
Kayla Medina
DEFA1C5862DC40C...

Kayla Medina
Program Manager, Government Contracts
kayla.medina@verkada.com

Signed by:
Phuong Tran
2F0B9C01DEC6499...

Phuong Tran
Sr. Director, Sales Strategy & Operations
phuong.tran@verkada.com

1. CONTRACT DURATION The initial term of the Contract is for a period of three (3) years unless terminated, canceled, or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for additional terms up to two (2) years after the end of the initial term or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. In the event the proposal term, including renewals, ends before another proposal is executed, proposal prices and discounts may be extended on a month-to-month basis by mutual consent. Extensions are limited to the lesser of: a) six (6) additional monthly terms, or b) the time which is required to complete a new solicitation for the goods and services provided for in this solicitation. Notwithstanding the foregoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued within the Contract term for a period of up to one year beyond the Contract term.
I certify compliance with this attribute.
YES

2. NAME OF INDIVIDUAL COMPLETING THIS PROPOSAL
Kayla Medina
kayla.medina@verkada.com
Program Manager, Government Contracts
801-793-2634

3. HOW MANY YEARS HAS YOUR BUSINESS OPERATED UNDER ITS PRESENT NAME
8

4. WHAT IS YOUR CURRENT NUMBER OF CUSTOMER ACCOUNTS?
[redacted]

5. WHAT ARE YOUR BUSINESS HOURS?
Verkada's standard hours of operation are Monday through Friday, 8am to 5pm U.S. Pacific Time. Local offices operate during standard business hours in their respective time zones to ensure regional accessibility and support.

For technical support matters, Verkada's support team is available 24/7/365 via chat, email, and phone. For all other inquiries, customers may reach out to their account executive or reseller partner for assistance.

6. IS 30 DAYS AFTER RECEIPT OF INVOICE AN ACCEPTABLE PAYMENT SCHEDULE FOR YOUR BUSINESS?
Yes

7. WHAT IS THE STANDARD LEAD TIME FOR RECEIPT OF PRODUCTS AFTER ORDER IS RECEIVED (ARO), IN DAYS? Provide your answer in number of DAYS after receipt of order (ARO).

[redacted]

8. ACCOUNT MANAGER NAME
Kayla Medina

9. ACCOUNT MANAGER EMAIL
kayla.medina@verkada.com

10. ACCOUNT MANAGER PHONE
(801) 793-2634

11. PAYMENT REMITTANCE ADDRESS
406 E 3rd Ave, San Mateo, CA 94401

12. PAYMENT REMITTANCE PHONE
(650) 514-2500

13. CONTRACT/PURCHASE ORDER/QUOTE EMAIL
Vendors may choose to have purchase orders emailed to them in PDF format in lieu of having them faxed or mailed. To elect this option, please offer the preferred email address in the accompanying field. This email address will apply to any purchases from your company, so the use of a generic email address is suggested, such as bids@companyname.com or purchaseorders@businessname.com.
govcontracts@verkada.com

14. CONTRACT/PURCHASE ORDER/QUOTE FAX NUMBER, IF APPLICABLE
If applicable, please provide a fax number to send orders and quote requests.
N/A

15. REQUIRED REFERENCE QUOTE OR CONTRACT NUMBER, IF APPLICABLE Enter your quote or contract number and/or any other information our staff would need to provide on the face of purchase orders in order to receive discount percentages and contract pricing.
Upon assignment of the awarded contract, Verkada requires that all orders include the names of the eligible entity, reseller partner, and Verkada, along with the "OMNIA Contract Number" on all quotes, purchase orders, proposals, and related documentation. Additionally, Verkada requires that all orders under this agreement, regardless of reseller partner, include govcontracts@verkada.com.

16. COMPANY WEBSITE ADDRESS, IF APPLICABLE
https://www.verkada.com/

17. HOW WERE YOU NOTIFIED OF THIS BID OPPORTUNITY?
In order to verify the efficiency of communication tools used to notify vendors of bidding opportunities, we ask that you provide us with the manner in which you received notification of this request for bid/proposal.
We were notified of this bid opportunity via email through our Ionwave account. Additionally, we have been proactively tracking OMNIA solicitations, viewing OMNIA as a strategic partnership we planned to pursue.

18. REFERENCE 1
Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include Company/Government name, address, contact name, and contact phone number.

[redacted]

19. REFERENCE 1 EMAIL

[redacted]

20. REFERENCE 2

Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include Company/Government name, address, contact name, and contact phone number.

[redacted]

21. REFERENCE 2 EMAIL

[redacted]

22. REFERENCE 3

Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include Company/Government name, address, contact name, and contact phone number.

[redacted]

23. REFERENCE 3 EMAIL

[redacted]

24. THE U.S. STATE YOUR PRINCIPAL PLACE OF BUSINESS IS LOCATED.

[redacted]

25. RECIPROCITY

For Businesses not located in Texas: Does your state of residence or incorporation require out-of-state bidders to underbid vendors residing in your state by a prescribed amount or percentage to receive a comparable contract? If Yes, please input that percentage; If No, please leave the adjacent field blank.

No. State of Residence CA/State of Incorporation DE: To our best knowledge, California and Delaware do not have a specific statute requiring out-of-state bidders to underbid in-state vendors by a prescribed amount or percentage to secure comparable contracts.

26. PARTIAL AWARD ACCEPTANCE

REGION 4 ESC retains the right to award this contract in such a manner that it receives the best overall value for the goods and/or services requested in this request for proposal or bid, which may include awarding to multiple vendors.

I understand.

27. PURCHASE ORDER POLICY

REGION 4 ESC purchases tangible goods and services through the use of approved Purchase Orders. Vendors are highly discouraged from sending products, and/or performing services without prior receipt of an approved District Purchase Order. While campuses and departments may call for quotes and information, please be advised the District is not obligated to pay for any services and/or products ordered via telephone or email without the presence of a properly executed Purchase Order.

I understand.

28. ADDENDA NOTIFICATIONS

Any addenda to this proposal will be issued electronically through this system. It is vendor's responsibility to review addenda upon e-mailed notice and retract/amend their submission as deemed necessary. REGION 4 ESC may choose to mark a proposal received prior to the issuance of an addendum as non-responsive should REGION 4 ESC, in its sole determination, finds the addendum to be of such material change that it warrants such determination. If such proposal is found non-responsive, REGION 4 ESC will not consider the proposal for evaluation or further consideration.

I understand.

29. Provide equipment manufacturer, equipment types and discounts off published list price.

Verkada is the original equipment manufacturer for our range of security and workplace solutions. Our product offerings include:

- Cameras
- Connectivity
- Command Connector
- Access Control

- Air Quality Sensors
- Intercom
- Alarms
- Workplace

Each of these product lines integrates seamlessly under command, a single cloud based platform.

We offer competitive discounts off our published list prices, which can vary based on product type and volume purchased. For OMNIA specific discount rates, please refer to Products and Pricing Attachment #1.

30. Define any freight charges.
Verkada does not charge freight fees. Shipping fees are detailed in Attribute #55 for your reference.

31. Describe how Offeror responds to emergency orders.
Verkada processes emergency orders based on the shipping method specified in the reseller partner purchase order, shipping directly to the designated address provided. Reseller partners can work with their Verkada representative and the orders team at orders@verkada.com to request various service levels, including next-day shipping, to meet urgent delivery needs.

32. What is Offeror's average Fill Rate?

[redacted]

33. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines

[redacted]

34. Describe Offeror's return and restocking policy.
Verkada is committed to customer satisfaction, and our return policy reflects that. Customers can easily return products up to a total net value of $250,000 for any reason within 30 days of shipment.

Customers simply need to send a request by email within this 30-day period, including the serial numbers of the products they wish to return. Requests can be directed to either the Partner who submitted the purchase order or the Verkada sales representative assigned to the account.

For additional terms governing returns, please refer to our End User Agreement at https://legal.verkada.com/

35. Describe Offeror's ability to meet service and warranty needs.
Verkada's global technical support team, headquartered in the U.S, is dedicated to meeting the service and warranty needs of our partners and customers.

To initiate a warranty return, email support@verkada.com with purchase details, serial numbers, reason for return, and contact information. Once reviewed and approved, Verkada will issue a Return Materials Authorization (RMA) along with a prepaid shipping label. The hardware should be returned within 14 days of receiving the RMA. This straightforward approach reflects our commitment to reliable, responsive support worldwide.

For additional terms governing warranty, please refer to our End User Agreement at https://legal.verkada.com/

36. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.
One of the many reasons customers choose Verkada is our 24/7/365 technical support.

Whenever you face an issue, our team is just a message away. You can reach out to Verkada via live chat in command, email support@verkada.com/escalations@verkada.com, or phone (650) 514-2500 at any time weekends and holidays included. Our support staff typically responds within minutes, and you'll often find our phone line has minimal to no hold times. This service is provided at no charge.

We proudly maintain an average chat response time of 30 seconds and a phone response time of just 15 seconds. Our commitment to customer satisfaction is evident, with over 83,000 support tickets successfully resolved in the past 12 months and an impressive Net Promoter Score (NPS) of 45. The support team is primarily located in San Mateo, CA at Verkada HQ.

For live insights into our response times, please visit https://www.verkada.com/support-stats/.

37. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.
Verkada exclusively sells through our network of reseller partners. The invoicing process, payment terms, and acceptable methods of payment are determined by each reseller partner. Our resellers often work directly with government entities and are familiar with the unique requirements of public sector procurement. This experience allows them to offer flexible payment options that align with standard government purchasing methods, including credit cards, p-cards, and other forms of payment.

Any associated fees, such as those for credit card or p-card transactions, are also managed by the reseller partner, and customers are encouraged to discuss these details directly with them to ensure alignment with their financial processes. This approach allows our partners to provide tailored solutions, aligning with the procurement and payment requirements of various public sector customers.

38. Describe Offeror's contract implementation/customer transition plan.
Verkada's plan focuses on streamlining government access to our products via the Master Agreement. We plan to maintain regular contact with Region 4 and OMNIA Partners to drive adoption and continually refine the process.

Internally, Verkada will conduct training sessions covering the Master Agreement's scope, eligible agencies, and procurement benefits. Sales, support teams, and reseller partner teams will gain working knowledge of the solicitation process within the sales motion and cooperative contract advantages. Materials such as customer guides, FAQs, and outreach templates will be created to support consistent and accurate communication.

Externally, in cadence with marketing efforts, Verkada will proactively reach out to public sector customers, educating them on how the contract streamlines their procurement process and reduces administrative burdens. Existing customers on alternative procurement paths will be guided toward using the Master Agreement.

39. Describe the financial condition of Offeror.
Verkada continues to expand and remains financially secure, detailed financial information is not publicly available due to our privately owned status. Should Region 4 need detailed financial information, we can provide this upon request.

Verkada recently closed a Series D fundraising round in October 2023, securing $305 million in capital. This round included contributions from Alkeon Capital and Lightspeed Venture Partners, with the funds aimed at supporting Verkada's expansion plans, developing new products, and enhancing its existing offerings. This successful fundraising highlights Verkada's solid financial position and ongoing growth.

40. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.
You can access Verkada's website at www.verkada.com. The site is designed with users in mind, offering intuitive navigation and a responsive, mobile optimized interface for a seamless experience across both desktop and mobile devices. Key functions like ordering, returns, and quotes are detailed below, but the overall website also offers a wealth of information on our products, solutions, customers, resources, and partners.

For ordering, customers can visit the Quote page at www.verkada.com/quote, where they can request product quotes.. For returns, the returns portal at returns.verkada.com/app/home provides clear instructions on how to initiate and manage return requests.

Reporting will be handled by our contract team, and customers can reach out directly to orders@verkada.com or govcontracts@verkada.com for assistance with order histories and tracking information.

41. Describe the Offeror's safety record.
Verkada does not provide direct installations and, therefore, does not maintain an on site safety record. However, our vetted contract reseller partners can provide their safety records upon request. We ensure that all installation partners are committed to adhering to the highest safety standards relevant local, state, and federal regulations. Additionally, our reseller partners have the opportunity to become Verkada Certified Engineers, ensuring they have the expertise to perform safe and effective installations.

42. Provide a brief history of the Offeror, including the year it was established and corporate office location.
Verkada was founded in 2016 by Filip Kaliszan and co-founders James Ren, Benjamin Bercovitz, and Hans Robertson. The company is headquartered in San Mateo, California, with additional offices in Texas, Utah, Florida, Arizona, Pennsylvania, and New York. Internationally, Verkada operates in the United Kingdom, Poland, Mexico, Australia, Taiwan, Japan, South Korea, and Singapore. Today, Verkada is a leading physical security platform, providing integrated cloud based solutions such as video security cameras, access control, environmental sensors, alarms, visitor management, and mailroom management. Verkada recently secured $305M in Series D funding, bringing its valuation to $3.2B double its valuation from two years ago. Despite a challenging market, Verkada's strong growth and investor confidence demonstrate the company's ongoing success and expansion. Verkada protects over 20,000 organizations worldwide, modernizing physical security with scalable, easy to manage solutions.

43. Describe Offeror's reputation in the marketplace.
At Verkada, we've earned a strong reputation in the marketplace for our innovative cloud-based physical security solutions. We stand out for our ease of use, seamless integration, and reliable performance. Customers, including those in education and public safety, praise our ability to simplify security management through our intuitive platform, providing actionable insights and real-time monitoring across various devices.

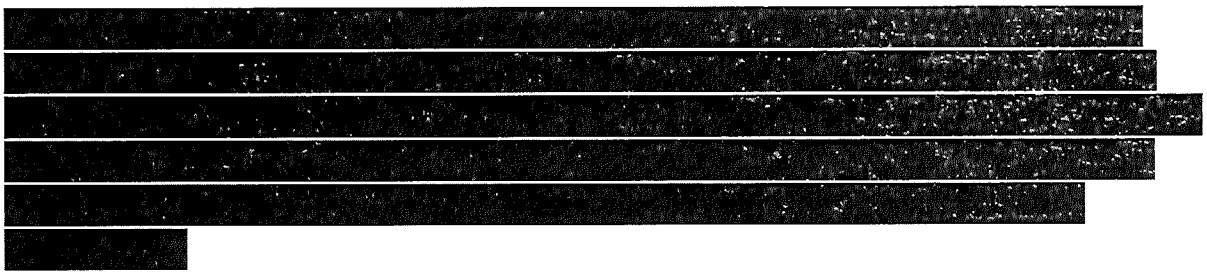
We've earned multiple awards for our innovation and design excellence, including the Red Dot Design Award for several product lines and the iF Design Award for our access control products. We've also received recognition such as Security Today's 2024 New Product of the Year in AI and the AI Excellence Award 2024. Verkada was named one of Selling Power's 60 Best Companies to Sell for in 2024 and recognized as one of the Best Places to Work in the Bay Area and Built In's 2023 Best Places to Work across five categories.
www.verkada.com/newsroom/awards/

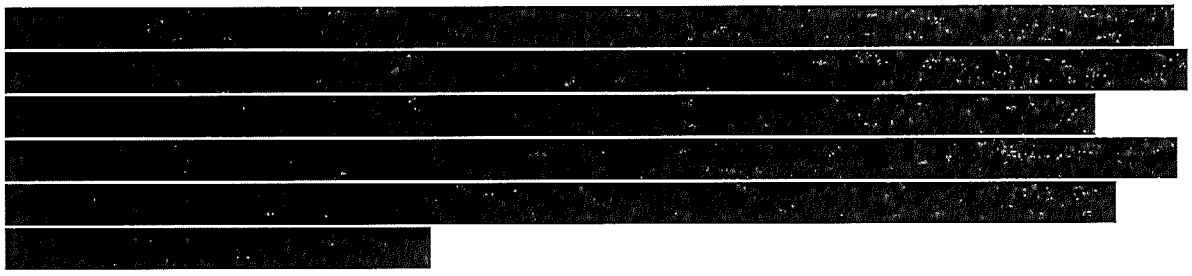
44. Describe Offeror's reputation of products and services in the marketplace.
At Verkada, we're highly regarded for our innovative approach to building management, offering cloud-based solutions that seamlessly integrate with modern technology. Known for our user-friendly interface, we make security management easy and accessible, even for those with minimal technical expertise. Our use of cutting edge AI and machine learning enhances video surveillance with smart analytics like motion detection and person recognition, setting us apart as a leader in innovation. These devices continuously receive

updates and improvements without the need for new hardware, ensuring our customers always have access to the latest features. Our systems are praised for their scalability, allowing businesses of all sizes to effortlessly expand and manage their security needs. We deliver a forward-thinking solution that prioritizes user experience and security, making Verkada a standout in the industry.

45. Describe if distributors/dealers/resellers/subsidiaries/partners ("affiliates") will be used to fulfill the contract. Submit a list of those affiliates authorized to sell under the proposed contract. Where and how does Offeror propose to maintain an authorized affiliate list so it may be accessed by Participating Agencies? How often does the supplier propose to update the affiliate list?

Verkada operates through a channel distribution model, exclusively working with a network of authorized resellers and partners. To ensure transparency and access, we maintain a dynamic list of all our authorized resellers on our website at https://www.verkada.com/find-partners/





At Verkada, we recognize that government agencies have unique needs. To ensure our products are delivered with the highest level of quality and support, we'll maintain an OMNIA specific list of authorized resellers. This list will include partners who meet our strict standards for performance, reliability, and service. This OMNIA-specific list of authorized resellers will be included as an attachment on our OMNIA award landing page for easy reference. We will update the list as needed to ensure that customers can work with their preferred resellers,

while also ensuring they are receiving top quality service. We commit to updating the list on a quarterly basis at minimum, but expect a more frequent cadence to meet customer needs. We look forward to discussing these points further to ensure alignment. Based on this, we will provide our finalized list of authorized resellers upon award.

46. Describe the experience and qualifications of key employees.
Kayla Medina - Kayla has led government contract efforts at Verkada since 2021. With prior experience as a Contract Analyst for the State of Utah, Kayla possesses a deep understanding of public procurement and a strategic approach to maximizing contract opportunities for business growth.

Phuong Tran - Phuong Tran has been at Verkada since 2020. She leads centralized Sales Strategy and Operations at Verkada, overseeing strategies, policies and processes that impact the performance of the overall go to market function. She holds an MBA from the Stanford Graduate School of Business.

Mimi Yu - Mimi has been with Verkada since 2020, bringing a strong expertise in CRM tools, compliance, data management, and auditing. Mimi manages contract training, deal management, reporting, and system implementation, ensuring smooth operations and effective processes across these areas.

Executive Support: Anthony Cavallio - VP of Enterprise Sales and Caleb Augustin - Director of Global Channel

47.Describe Offeror's experience working with the government sector.
Verkada has extensive experience delivering innovative security solutions to government agencies, which have been a foundational part of our business since 2016. Our solutions have been successfully implemented across a broad range of sectors, including education, law enforcement, municipalities, county, federal, and state organizations.

Today, our solutions are trusted by over 2,000 public administration clients and safeguard the over 10 million elementary school students and 3 million college and university students, ensuring secure environments for learning and public service.

[redacted]

48. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.
Verkada is not subject to any final litigation or investigations that would materially impact the delivery of our products. Should Region 4 require further details, we can provide them upon request.

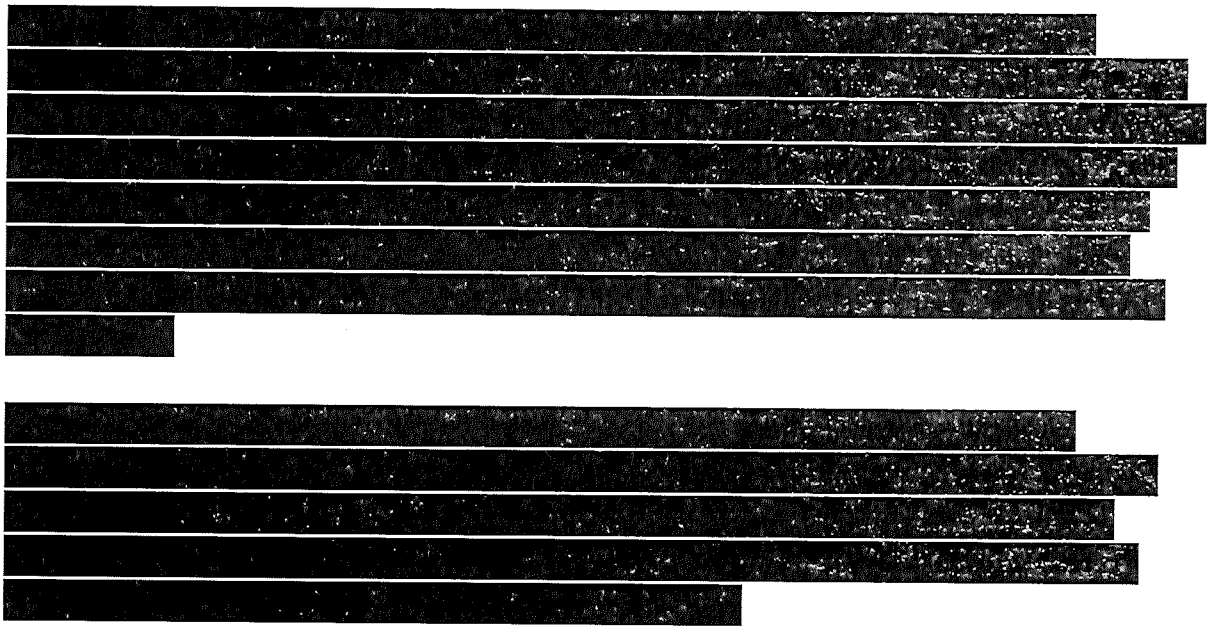
49. Provide Offeror's expertise in working with the public sector and understanding of the unique technical regulatory requirements.
Our solutions have undergone rigorous security assessments to meet FedRAMP Ready at the Moderate impact level, FIPS 140-2 validation, and are fully compliant with TAA and FY 2019 NDAA requirements.

For our government customers with unique security and compliance needs, Verkada offers government-grade solutions designed to meet the highest standards of protection. This includes the option of hosting the Verkada Command platform in AWS GovCloud, which supports our FIPS-validated models and provides an additional layer of security for sensitive government data.

50. Indicate if Offeror is licensed to do business in all 50 states.
Yes. While our various reseller partners are licensed to do business in all 50 states, [redacted]

51. Value Add - Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.
Verkada and our reseller partner offer a comprehensive range of value added services designed to complement our solutions. These value added services are offered at the same pricing structure as our core products outlined in Attachment #1 Products and Pricing. By combining these specialized services with Verkada's advanced technologies, Verkada and our reseller partners can help maximize the return on investment for government clients while providing tailored, scalable solutions. Verkada provides several support and service SKUs included in our price list that can be customized based on the specific needs of our

customers. Other value added services include, but are not limited to: Deployment Project Management, Setup/Configuration/Training, and Software Engineering/API Build.



A detailed breakdown of our value added services can be found in Attachment #2 Valued Added Services.

52. Include a per diem rate.
$309/Day

53. For Non-Normal Working Hours, indicate if there is a minimum charge of hours and what the number of hours is.
The minimum charge (if any) for non-normal working hours is at the discretion of our partners, as determined by their individual installation and maintenance agreements. These charges will not exceed rates as proposed in our pricing structure.

54. Is pricing available for all products and services?
Yes, please see Products & Pricing Attachment #1

55. Describe any shipping charges (where applicable).
Verkada applies a tiered flat rate shipping model for reseller partners, with charges structured by delivery timeline including ground, two day, and next day shipping. This tiered system

ensures freight costs are predictable and aligned with different delivery needs, making it easier for resellers to provide accurate shipping costs upfront.

[redacted]

[redacted]

[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]

56. Provide pricing for warranties on all products and services.
Verkada does not impose any fees for warranties on our products and services.

57. Describe any return or restocking fees.
Verkada does not charge return or restocking fees.

58. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.
While additional discounts and rebates are not guaranteed, they may be provided at the discretion of our reseller partners, particularly for large quantity orders, single shipment locations, or other qualifying conditions. As a manufacturer, we periodically extend discounts on select product lines being phased out or on surplus inventory. We encourage our customers to consult directly with their reseller for further details on eligibility and specific discount opportunities.

59. Describe how customers verify they are receiving Contract pricing.
Customers can verify OMNIA contract pricing on the OMNIA and or Verkada website, or conduct contract quote reviews with our contracts team at govcontracts@verkada.com.

As the sole manufacturer and supplier of its products, Verkada ensures that all purchases are made exclusively through authorized reseller partners who are required to adhere to master agreement pricing. Verkada products are not available for direct purchase, retail, or in-store locations, ensuring pricing compliance through authorized channels.

To further maintain pricing integrity, partners requesting authorization under this agreement will undergo a selection process based on agreed upon standards. Approved partners will be trained on contract ordering policies, agree to adhere to contract pricing terms, and be subject to monitoring and transaction audits by Verkada's sales and contract management teams.

60. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.
Verkada does not anticipate nor propose updates to our pricing structure throughout the duration of this contract. Should any extreme price adjustments be necessary due to significant industry changes, we will provide supporting data from reputable sources, such as the U.S. Bureau of Labor Statistics (https://www.bls.gov/data/).

Verkada maintains a comprehensive MSRP list which is regularly updated alongside any product pricing revisions. This full MSRP list is readily accessible for download on our website at https://www.verkada.com/pricing/. We encourage our partners and customers to refer to this resource for the most current pricing information, ensuring transparency.

Verkada's proposed contract price structure is an indefinite quantity blanket discount off MSRP. Verkada agrees that this set pricing discount will not change over time, and any additional hardware, software, or services will align with our price structure as outlined in Products and Pricing Attachment #1.

61. Describe how future product introductions will be priced and align with Contract pricing proposed.
Verkada is consistently looking to expand our product line and anticipate new product introductions during the term of this agreement. New SKUs on Verkada's price list will follow our set discount off MSRP as outlined in Products and Pricing Attachment 1.

62. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.
Verkada does not have a formalized reseller diversity program today. However, with our broad network of reseller partners, participating agencies have a wide variety of diverse partners they can select to align with their specific requirements.

Pricing remains consistent regardless of the diversity program or partner selected, as pricing under the Master Agreement is standardized for all transactions.

To learn more about diversity at Verkada, we encourage you to review our 2024 Impact Report, available here: https://docs.verkada.com/docs/2024-Impact-Report.pdf.

63. Minority Women Business Enterprise Certification. If yes, list certifying agency.
Verkada is not certified as an MWBE. However, if customers prefer to procure through this certification we can provide several partners with this certification upon request.

64. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification. If yes, list certifying agency.
Verkada is not certified as an SBE or DBE. However, if customers prefer to procure through this certification we can provide several partners with this certification upon request.

65. Historically Underutilized Business (HUB) Certification. If yes, list certifying agency.
Verkada is not certified as an HUB. However, if customers prefer to procure through this certification we can provide several partners with this certification upon request.

66. Historically Underutilized Business Zone Enterprise (HUBZone) Certification. If yes, list certifying agency.
Verkada is not certified as an HUBZone. However, if customers prefer to procure through this certification we can provide several partners with this certification upon request.

67. Other recognized diversity certificate holder. If yes, list certifying agency
N/A

68. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Offeror holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
OMNIA and Region 4 will be established as our primary contract for public agencies nationwide upon award.

69 Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
Yes

70. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Offeror's sales initiatives should communicate:

- Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- Best government pricing
- No cost to participate
- Non-exclusive

Yes

71. Confirm Offeror will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- Key features of Master Agreement
- Working knowledge of the solicitation process
- Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- Knowledge of benefits of the use of cooperative contracts

Yes

72. Provide the name, title, email and phone number for the person(s), who will be responsible for:

Executive Support: Phuong Tran, Director, Sales Strategy & Operations, [redacted] & Tony Cavallio, VP of Enterprise Sales (Public Sector), [redacted] Caleb Augustin, Director of Global Channel, [redacted]

Marketing: Federico Mobilia, Growth Manager, [redacted]

Sales: Anthony Cavallio, VP of Enterprise Sales, [redacted]

Sales Support: Kayla Medina & Mimi Yu, Government Contracts Team, govcontracts@verkada.com , 801-793-2634 & John Rowe, Sales Enablement Manager, [redacted]

Financial Reporting: Mimi Yu, Sales Strategy & Operations Sr. Specialist, [redacted] & Rimsha Ahmed, Sr Accounts Receivable Specialist, [redacted]

Accounts Payable: Kevin Marcotte, Manager FinOps & Revenue, [redacted]

Contracts: Kayla Medina, Program Manager Government Contracts, kayla.medina@verkada.com, 801-793-2634

73. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

At Verkada, we follow a fairly traditional sales structure with some modern adaptations. [redacted]

74. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
Our sales teams will work closely utilizing OMNIA resources and tools to ensure the successful implementation, growth, and servicing of the national program. The process will start with onboarding and training, so our sales teams and reseller partners fully understand how OMNIA Partners' program fits with Verkada's products and services. Our sales teams will be trained on OMNIA Partners as the default public sector buying vehicle

In addition to internal efforts, if awarded, Verkada seeks to host an OMNIA representative for a dedicated sales training session with our team and a separate dedicated reseller sales training. This training will provide valuable insights into optimizing our sales strategies and leveraging OMNIA procurement solutions.

Ongoing communication will be a key component of our partnership. Our teams will regularly touch base to ensure we're aligned on program updates, customer feedback, and any shifts in market needs. Together, we will develop joint sales strategies tailored to the national program, which will include collaborative marketing efforts, outreach, and lead generation initiatives..

In addition to the above, we are open to exploring any other methods or support that can further enhance our team's ability to effectively navigate the OMNIA partnership and drive success with this cooperative contract. We are eager to collaborate on this opportunity to strengthen our collective capabilities.

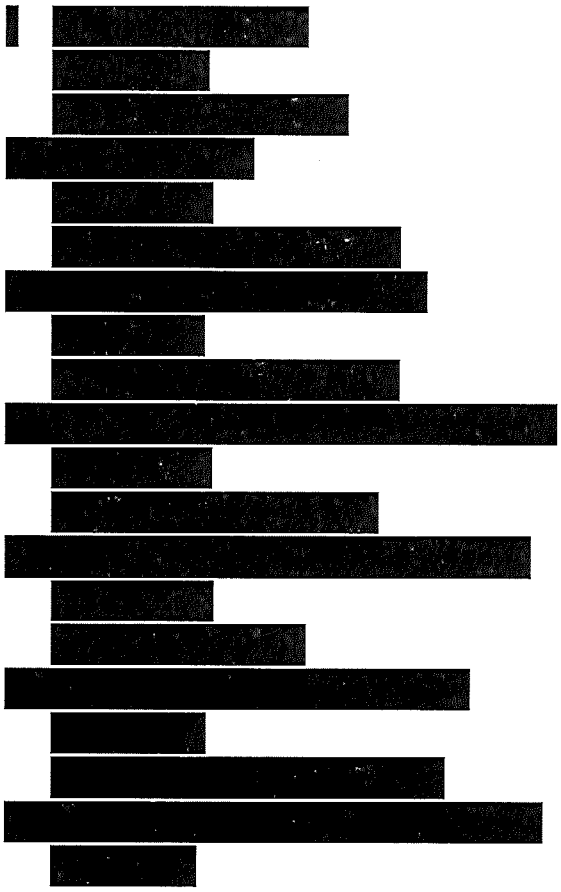
75. Explain in detail how Offeror will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
Our approach to managing this master agreement is driven by strong internal alignment across key functions. This collaborative approach brings together our demand generation, sales, sales strategy, sales enablement, legal, orders, channel, finance, deal desk, and other stakeholders enabling us to respond quickly and effectively to the needs of participating agencies. We view this opportunity with OMNIA/Region 4 as the potential for a strong partnership, built on collaboration and shared goals.

At Verkada, we have a dedicated government contract team solely focused on training, compliance, and support of our government cooperative contracts. This team provides

tailored training programs for internal teams and reseller partners to navigate government procurement processes effectively. We are readily available to address any questions related to cooperative contracts, ensuring all stakeholders have the support needed for successful program implementation.

Throughout the program, we will monitor performance through regular audits, reporting, and feedback loops, ensuring smooth operations and identifying areas for improvement. This ongoing coordination allows us to make adjustments as necessary and continuously deliver the best experience for customers and reseller partners.

76. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
Please note that the amounts below reflect the total purchases from the reseller partner to Verkada. [redacted]



You can learn more about our customers and various use cases at https://www.verkada.com/customers/

77. Year 1 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.
While we do not guarantee any number of sales through our contract, based on conservative estimates, we expect to see up to [redacted] during Year 1. This projection accounts for the extended government sales cycle and the time required to introduce the new award.

78. Year 2 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement
To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.
While we do not guarantee any number of sales through our contract, based on conservative estimates, we expect to see [redacted] during Year 2.

79. Year 3 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement
To the extent the Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.
While we do not guarantee any number of sales through our contract, based on conservative estimates, we expect to see [redacted] during Year 3.

80. Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance.
Yes

81. Oral Communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.
Yes

82. Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance.
Yes

83. Products/Pricing - Upload on Response Attachments Tab
Attached

84. Not to Exceed Pricing
Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.
Verkada agrees with Region 4 ESC not to exceed pricing requirements. We confirm that all our cooperative government contract pricing structures today align with this approach, allowing for pricing adjustments downward when needed while ensuring the original submitted price remains the maximum.

Confirmed and agreed. Verkada's proposed contract pricing is structured as an indefinite quantity blanket discount off MSRP.

85. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Verkada partners with several distribution facilities to handle both national and international deliveries. [redacted]. More details can be provided upon request.

86. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within the first 90 days. The first 30 days will focus on internal alignment and training. Verkada will distribute an internal announcement, introducing the Master Agreement as our primary cooperative contract. Live training sessions will be conducted for all government sales teams nationwide, with participation from executive leadership and OMNIA partners to ensure the strategic importance is communicated across the organization. In parallel, we will develop and distribute internal training materials, including FAQs, competitive positioning documents, and sales enablement guides, to ensure our teams are fully equipped to drive success.

In the next 30 days, we will conduct follow-up sessions and Q&A to address any questions from the field and share early success stories. Internal benchmarks will be established, and we will refine our reporting processes to track contract adoption and measure performance. Additionally, reseller partner training materials, including FAQs, competitive positioning, and ordering/compliance guides, will be developed and distributed to ensure our partners are aligned with the new go-to-market strategy.

By day 90, Verkada will conduct targeted regional and segment-specific training sessions to address any unique needs or opportunities. We will gather feedback through surveys and discussion groups with sales reps, evaluating the effectiveness of the training, resources, and

reseller engagement. Internal alignment will be strengthened to ensure deliverables and processes are optimized and any areas for improvement are addressed.

As the Master Agreement becomes fully integrated into our public go to market strategy, Verkada will maintain ongoing training with sales teams, emphasizing best practices, wins, and continued executive leadership support. Resources will be continually allocated for training and support, and we will monitor feedback from reseller partners and the competitive landscape to adjust our approach as needed. We expect strong alignment with OMNIA throughout this process to ensure a successful implementation.

GTM Overview

Days 1-30	-Distribute an internal announcement introducing the agreement as our primary cooperative contract. -Conduct live training sessions for all government sales teams nationwide with executive leadership. -Develop and distribute internal training materials, including FAQs, competitive positioning, and sales enablement guides.
Days 30-60	- Schedule follow up and Q&A sessions to address field questions and early success stories. -Establish internal benchmarks and refine reporting processes with our division to track contract adoption. -Develop and distribute reseller partner training materials, including FAQs, competitive positioning, ordering/compliance guides.
Days 60-90	- Conduct targeted training for sales teams by region and segment. -Facilitate surveys and discussion groups with sales reps to gather feedback on training, resources, and reseller engagement. - Align with internal stakeholders on deliverables, processes, and areas for improvement.

Ongoing
- Maintain regular training with sales teams emphasizing best practices, wins, and leadership support.
- Continue to allocate resources for training and support.
- Monitor contract feedback and competitive landscape from reseller partners.

87. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award.

Upon award of the OMNIA Master Agreement, Verkada will execute a robust marketing and communication strategy across public-facing, digital, and internal channels to drive early awareness and participation from both existing and prospective public agency customers. Within the first 10 days, we will work with OMNIA to develop co-branded materials, including a press release and social media collateral, to announce the award across our public channels. This press release will be distributed to relevant trade publications, and additional promotional materials will be shared with OMNIA to help amplify the news through their networks. Verkada will also propose joint opportunities to further raise the profile of our partnership, such as pitching to targeted trade media and exploring other collaborative PR engagements.

Within the first 30 days, Verkada will publish Master Agreement details and contact information on a dedicated webpage, including links to key documents, product summaries, pricing, and OMNIA's registration page. A toll-free number and dedicated email address will be available to ensure easy access for potential agency customers. In parallel, we'll initiate email campaigns targeting current customers and partners, sharing co-branded marketing collateral to introduce them to the OMNIA Master Agreement's benefits.

In the next 30 days, Verkada will expand this outreach through co-branded digital campaigns, including social media and email, to engage prospective customers and partners who may not yet be familiar with the agreement. Additionally, Verkada will organize and host three webinars tailored to different segments: one for our current customers and partners, one for OMNIA Partners' Participating Public Agencies, and one for potential customers outside the agreement, to provide a comprehensive overview of the new contract and its offerings.

By day 90, Verkada will launch a national and regional advertising campaign in trade publications, with co-branded materials emphasizing the partnership's benefits. Verkada will also attend and actively participate in key industry events, such as the NIGP Annual Forum, in

coordination with OMNIA Partners, to continue promoting the agreement directly to relevant agencies. Throughout the term of the Master Agreement, Verkada will sustain ongoing marketing through case studies, targeted promotions, and a steady presence at trade shows, events, and in industry publications, continually adapting our resources and communication to support the partnership's growth and reach.

Verkada views this as a long-term strategic partnership and is committed to providing ongoing support and maintenance to maximize the agreement's impact. We will allocate dedicated resources from our creative, demand generation, and contract management teams to ensure continuous promotion, alignment, and responsiveness to OMNIA's needs. Periodic reviews with OMNIA will help us evaluate engagement, share insights, and adapt strategies to strengthen our joint approach, ensuring the OMNIA Master Agreement remains impactful and relevant across changing public sector landscapes.

Marketing GTM Overview

Days 1-30	- Develop and distribute co-branded press releases and social media content. - Publish Master Agreement details on Verkada's website with contact info. - Launch internal announcements and training sessions. - Provide internal contract guides and resources for sales teams. - Start email campaigns introducing the agreement to current customers and partners.
Days 30-60	- Run co-branded marketing campaigns on social media, email, and direct mail targeting prospective customers. - Host webinar targeting existing Verkada customers, OMNIA agencies, and prospective customers.
Days 60-90	- Launch advertising in national and regional trade publications. - Publish additional marketing collateral, such as case studies and event promotions.

Ongoing - Conduct regular reviews with OMNIA to gather feedback and adjust strategy as needed.
- Attend and participate in industry events, including the NIGP Annual Forum, in partnership with OMNIA.
- Maintain continuous marketing support through targeted campaigns.
- Dedicate resources to optimize and adapt promotional activities to ensure sustained impact and growth of the partnership.

88. GENERAL TERMS AND CONDITIONS
Respondent agrees to comply with the Contract and General Terms and Conditions provided as an attachment to this online bid event. Any deviations to the Contract and General Terms and Conditions may be provided using the procedures set forth in the attribute pertaining to deviations.
I certify compliance with this attribute

89. DEVIATIONS TO TERMS AND CONDITIONS
Any Deviation from the RFP documents, including the General Terms and Conditions, Notice to Offeror, or any other document presented with terms for consideration by the proposer MUST be documented and presented on the Deviation Form and attached to this electronic bid event via an electronic upload to the "Response Attachments" tab. In addition to indicating the requested deviations on the form, additional pages may be provided to more thoroughly explain each deviation listed on the Deviation Form.
I certify compliance with this attribute

90. FELONY CONVICTION NOTIFICATION
State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony".

Subsection (b) states "a school district may terminate the agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a), or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract".

Subsection (c) states "this section does not apply to a publicly held corporation".

Use the list of values associated with this item to identify your status as it relates to this legal requirement.
Person/owner IS NOT a convicted felon

91. NAME OF FELON AND NATURE OF FELONY, IF APPLICABLE
If the response to the previous attribute was "Felon - person/owner IS a convicted felon", the vendor shall give the name of the felon and details of conviction.
N/A

92. CRIMINAL HISTORY RECORDS REVIEW OF CERTAIN CONTRACT EMPLOYEES
Texas Education Code Chapter §22.0834 requires that criminal history records be obtained regarding covered employees of entities that contract with a school entity in Texas to provide services for that school entity ("Contractors") and entities that contract with school entity contractors ("Subcontractors"). Covered employees with disqualifying criminal histories are prohibited from serving at a school entity. Contractors/Subcontractors contracting with a school entity shall (1) maintain compliance with the requirements of Texas Education Code Chapter 22 to the school entity; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22. Contractors performing work at a school entity in Texas must comply with these statutes.

Compliance includes providing or causing employees and sub-contractor employees to provide requested information and fingerprinting upon request.

Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school entity and have or will have direct contact with students. The school entity will be the final arbiter of what constitutes continuing duties and direct contact with students at their school.
I certify compliance with this attribute.

Per Exhibit B adjustment in executed agreement requested to reflect reseller partner involvement with on site installation.

93. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION

Businesses that have been certified by the Texas Building and Procurement Commission (TBPC) or other qualified agency as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this proposal invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

My business has NOT been certified as HUB.

94. DISCLOSURE OF INTERESTED PARTIES

Texas state law requires the Disclosure of Interested Parties be filed with a public entity, including regional service centers and school districts, for any contract which:

(1) requires an action or vote by the governing body; or

(2) has a value of $1 million or more; or

(3) for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305.

NOTE: This form is not required if the vendor is a publicly-traded business entity, including a wholly-owned subsidiary of the business entity (a company in which ownership is dispersed among the general public via shares of stock which are traded via at least one stock exchange or over-the-counter market).

If you are required by law to submit this form, it must be completed online at the Texas Ethics Commission website. Obtain a numbered certificate and click the link below to access the instructions and to complete this required form. Upon completion, vendors required to submit the form must attach it to the proposal via the "Response Attachments" Tab.

Click here to complete the form on the Texas Ethic Commission's 1295 Form webpage.

Please note: The District must verify receipt of all required 1295 forms received within 30 days on the Texas Ethics Commission website. This verification does not indicate a contract award. Contract awards will be issued via direct communication from the AISD Purchasing Department. A contract requiring a Disclosure of Interested Parties form is voidable at any time if:

(1) the governmental entity or state agency submits to the business entity written notice of the business entity's failure to provide the required disclosure; and

(2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice.

IF UNDER LAW YOU ARE EXEMPT FROM SUBMITTING THIS 1295 FORM, PROPOSERS MUST SUBMIT A DOCUMENT THAT SHOWS PROOF OR PROVIDES EXPLANATION OF THIS EXEMPTION.

THE FOLLOWING CONTRACTS ARE EXEMPT FROM THE REQUIREMENTS OF TEXAS DISCLOSURE OF INTERESTED PARTIES LAWS:

- a sponsored research contract of an institution of higher education;
- an interagency contract of a state agency or an institution of higher education;
- a contract related to health and human services if:
- the value of the contract cannot be determined at the time the contract is executed; and
- any qualified vendor is eligible for the contract;
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

I certify compliance with this attribute.

95. CONFLICT OF INTEREST QUESTIONNAIRE

Region 4 Education Service Center (Region 4) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with Region 4 or who seeks to do business with Region 4 must fill out the new Conflict of Interest Questionnaire (CIQ) if a conflict of interest exists. A conflict of interest exists in the following situations:

1) If the vendor has an employment or other business relationship with a local government officer of Region 4 or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
2) If the vendor has given a local government officer of Region 4, or a family member of the officer, one or more gifts with the aggregate value of $100, excluding any gift accepted by the

officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
3) If the vendor has a family relationship with a local government officer of Region 4.

"Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7).

"Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. Texas Local Government Code 176.001(3).

"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a).

"Local government officer" means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4).

Individuals serving as a Member of the Board of Directors, the Executive Director, Cabinet Members, and other local government officers may be found at:
https://www.esc4.net/about/about-region-4.

For additional information on Conflict of Interest Questionnaire, and the statutes that mandate it, please visit the following links:
Texas Local Government Code, Section 176

Texas House Bill 23

A blank Conflict of Interest Questionnaire is available by clicking:
https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf.

If your firm is required to return a completed Conflict of Interest Questionnaire with your proposal submission, use the "Response Attachments" Tab to upload the completed document.
I certify compliance with this attribute.

96. ENTITIES THAT BOYCOTT ISRAEL Pursuant to Chapter 2271 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Respondent , nor any affiliate, subsidiary, or parent company of the Respondent , if any (the "Respondent Companies"), boycotts Israel, and the Respondent agrees that the Respondent and Respondent Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) Respondent is not a sole proprietorship; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.
I certify compliance with this attribute.

97. FOREIGN TERRORIST ORGANIZATIONS

Section 2252.152 of the Texas Government Code prohibits Region 4 ESC from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it not ineligible to receive the contract.
I certify compliance with this attribute.

98. FIREARMS ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION

Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

APPLICABILITY: This clause applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least $100,000 that is paid wholly or partly from public funds of the governmental entity.

EXCEPTIONS: This clause is not required when a state Agency: (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.
I certify compliance with this attribute.

99. ENERGY COMPANY BOYCOTT PROHIBITED

Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a "company" within the definitions of Section 2274.001(2) of the Tex. Gov't Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.
I certify compliance with this attribute.

100. CRITICAL INFRASTRUCTURE AFFIRMATION

Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

EXCEPTION: Clause only applies to solicitations and contracts in which the contractor would be granted direct or remote access to or control of critical infrastructure, as defined by Section 2274.0101 of the Texas Government Code, in this state, other than access specifically allowed for product warranty and support purposes.

The Governor of the State of Texas may designate countries as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code. Agencies should promptly add any country that is designated by the Governor to this clause."
I certify compliance with this attribute.

101. OPEN RECORDS POLICY
All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:
OPTION B: We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act and these requested exemptions are uploaded into the "Response Attachments" Tab located in this online bidding event. Information is included as attachment.

102. CONSENT TO RELEASE PROPOSAL TABULATION

Notwithstanding anything explicitly and properly declared as Confidential or Proprietary Information to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the District may publicly release, including posting on the public Region 4 ESC and/or OMNIA Partners website(s), a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), unit price(s), hourly labor rate(s), or other specified pricing; and Vendor award notice information. I certify compliance with this attribute.

103. CONTRACTING INFORMATION

If Vendor is not a governmental body and

(a) this Agreement has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC; or

(b) this Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC in a fiscal year of REGION 4 ESC, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is

(1) related to the purchase or underwriting of a public security;

(2) is or may be used as collateral on a loan; or

(3) proceeds from which are used to pay debt service of a public security of loan):

"The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to

(1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to REGION 4 ESC for the duration of the Agreement;

(2) promptly provide to REGION 4 ESC any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of REGION 4 ESC; and

(3) on completion of the Agreement, either

(a) provide at no cost to AISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or

(b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to REGION 4 ESC.
I certify compliance with this attribute.

104. ANTI-TRUST CERTIFICATION STATEMENT
Vendor affirms under penalty of perjury of the laws of the State of Texas that:
(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
(2) In connection with this bid, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
(3) In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and
(4) Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.
I certify compliance with this attribute.

105. FEDERAL RULE (A) - CONTRACT TERM VIOLATIONS
(A) Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR §200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by Region 4 ESC, Region 4 ESC reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
To the extent mandatory by law and applicable to the agreement between Verkada and the Participating Entity, we comply.

106. FEDERAL RULE (B) - TERMINATION CONDITIONS

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by REGION 4 ESC, REGION 4 ESC reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by REGION 4 ESC as of the termination date if the contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of REGION 4 ESC.
To the extent mandatory by law and applicable to the agreement between Verkada and the Participating Entity, we comply.

107. FEDERAL RULE (C) - EQUAL EMPLOYMENT OPPORTUNITY

(C) Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

It is the policy of REGION 4 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or disabling conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of

employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Pursuant to Federal Rule (C) and the requirements stated above, when federal funds are expended by REGION 4 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.
Not applicable as this is not a construction contract.

108. FEDERAL RULE (D) - DAVIS BACON ACT/COPELAND ACT

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by REGION4 ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.
Not applicable as this is a construction contract.

109. FEDERAL RULE (E) - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(E) (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.
Not applicable as this is a construction contract.

110. FEDERAL RULE (F) - RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(F)If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.
Not applicable as Verkada is providing off the shelf hardware and SaaS only.

111. FEDERAL RULE (G) - CLEAN AIR ACT/FEDERAL WATER POLLUTION CONTROL ACT

(G) The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process in excess of $100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Pursuant to Federal Rule (G) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.
Not applicable as Verkada is providing off the shelf hardware and SaaS only.

112. FEDERAL RULE (H) - DEBARMENT AND SUSPENSION

(H) (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to REGION 4 ESC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. REGION 4 ESC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless REGION 4 ESC knows the certification is erroneous.
I certify compliance with this attribute.

113. FEDERAL RULE (I) - BYRD ANTI-LOBBYING AMENDMENT

(I) (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
I certify compliance with this attribute.

114. FEDERAL RULE (J) - PROCUREMENT OF RECOVERED MATERIALS

(J) When federal funds are expended by REGION 4 ESC, REGION 4 ESC and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended REGION 4 ESC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.
Not applicable as Verkada is providing off the shelf hardware and SaaS only.

115. FEDERAL RULE (K) – PROHIBITION ON CERTAIN TELECOM AND SURVEILLANCE SERVICE AND EQUIPMENT

(K) Region 4 ESC, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain,
(2) extend or renew a contract to procure or obtain, or
(3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

The Respondent certifies that it will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.
I certify compliance with this attribute.

116. FEDERAL RULE (L) – BUY AMERICAN PROVISIONS

(L) As appropriate and to the extent consistent with law, REGION 4 ESC has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products, when spending federal funds. Vendor agrees that the requirements of this section will be

included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy American Act.

Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
Most of Verkada's products and services are exempt because they are commercial electronics or information technology that is a commercial product.

117. FEDERAL RULE - REQUIRED AFFIRMATIVE STEPS FOR SMALL, MINORITY, AND WOMEN-OWNED FIRMS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS

When federal funds are expended by REGION 4 ESC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:
1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
I certify compliance with this attribute.

118. FEDERAL RULE - FEDERAL RECORD RETENTION

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of five (5) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Vendor agrees that REGION 4 ESC, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.
I certify compliance with this attribute.

119. FEDERAL RULE - PROFIT NEGOTIATION

For purchases using Federal funds in excess of $250,000, REGION 4 ESC may be required to negotiate profit as a separate element of the price. (See 2 CFR 200.324(b)).

When required by REGION 4 ESC, Vendor agrees to provide information relating to profitability of the given transaction and itemize the profit margin as a separate element of the price.
I certify compliance with this attribute.

120. FEDERAL RULE - SOLID WASTE DISPOSAL ACT

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Sold Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of

the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceed $10,000; procuring sold waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.)

Pursuant to this federal rule, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this paragraph. Not applicable as Verkada is providing off the shelf hardware and SaaS only.

121. APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to this procurement action shall be bound by the terms and conditions of this procurement action.
I certify compliance with this attribute.

122. COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When REGION 4 ESC expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).
I certify compliance with this attribute.

123. INDEMNIFICATION

Acts or Omissions

Vendor shall indemnify and hold harmless Region 4, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract.

Infringements

a) Vendor shall indemnify and hold harmless Region 4 and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any

and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR REGION 4 SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, REGION 4 AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT, VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

This has been addressed in Exhibit B and the Verkada Legal Cover Letter.

124. EXCESS OBLIGATIONS PROHIBITED

Proposer understands that all obligations of Region 4 ESC under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by Region 4 ESC.
I certify compliance with this attribute.

125. SUSPENSION AND DEBARMENT

Respondent certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency.
I certify compliance with this attribute.

126. CHANGE IN LAW AND COMPLIANCE WITH LAWS

Proposer shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the Region 4 ESC, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Region 4 ESC reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for compliance with all applicable state and federal laws, regulations, requirements and guidelines.
Verkada shall comply with all laws, regulations, requirements and guidelines applicable to the services and products required by the contract to the Region 4 ESC, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract, provided that the parties shall negotiate in good faith to mutually agreeable amendments to the contract throughout the term of the contract to incorporate any modifications necessary for compliance with all applicable state and federal laws, regulations, requirements and guidelines.

Pricing Structure

Verkada's proposed contract price structure is an indefinite quantity blanket discount off MSRP. Verkada agrees that this set pricing discount will not change over time, and any additional hardware, software, or services will align with our price structure as outlined in Products and Pricing Attachment #1.

Verkada maintains a comprehensive MSRP list which is regularly updated alongside any product pricing revisions. This full MSRP list is readily accessible for download on our website at https://www.verkada.com/pricing/. We encourage our partners and customers to refer to this resource for the most current pricing information, ensuring transparency.

Hardware & Software

Category	Description/Equipment Type	Discount off MSRP
Verkada Price List https://www.verkada.com/pricing/	Cameras Connectivity Command Connector Access Control Air Quality Sensors Intercom Alarms Workplace	12%
Non-Verkada	Branded products with specific OEM discounting limitations including Apple, Epson, and Brother.	0%
PSV & SPT SKUs	Named Support Contact & Custom SKUs	0%

The discounts listed above represent the minimum off Verkada's list price. Actual discounts may be higher, depending on the size and scope of the transaction, at the discretion of our reseller partners.

Services

Category	Description	Pricing Not to Exceed ($/hour)
Labor Rate/Hr	Install work performed in relation to Verkada products and services	$200.00
Structured Cable	Install work performed (installation, maintenance, or repair) of structured cabling systems in relation to Verkada products and services	$225.00

Configuration	Technical work performed including planning, designing, and customizing Verkada solutions	$150.00
Per Diem	Daily allowance for lodging, meals, and incidental expenses	$309
Value Add Services	See Attachment #2	See Attachment #2

The rates outlined above represent the maximum charge per hour nationwide based on pricing in the highest cost regions or states allowing room for prevailing wage requirements when applicable. Actual rates may vary, typically reflecting competitive local rates at the discretion of our reseller partners.

Freight/Shipping Charges

Verkada does not charge freight fees. [redacted]

[redacted]

[redacted]

[redacted]			
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]

Other

Our proposed pricing structure ensures compliance with federal funding requirements by maintaining a consistent ceiling price. Cost plus a percentage of cost or pricing based on time and materials is not applicable in this proposed pricing structure. Reseller partners utilizing our agreement will be required to acknowledge and meet all federal funding requirements, as they directly transact with and receive payment from end customers.

Value Added Services

Verkada and our reseller partner offer a comprehensive range of value added services designed to complement our solutions. These value added services are offered at the same pricing structure as our core products outlined in Attachment #1 Products and Pricing. By combining these specialized services with Verkada's advanced technologies, Verkada and our reseller partners can help maximize the return on investment for government clients while providing tailored, scalable solutions.

Support/Services

The following support and service SKUs are included in our price list and can be customized based on the specific needs of our customers.

SKU	Description
PSV-CUSTOM	Verkada Professional Services
SPT-NSC-1Y	Verkada Named Support Contact (1 Year)
SPT-NSC-3Y	Verkada Named Support Contact (3 Years)
SPT-NSC-5Y	Verkada Named Support Contact (5 Years)
SPT-NSC-10Y	Verkada Named Support Contact (10 Years)

Deployment Project Management

Our Deployment Project Management service offers full scale project management, configuration, and training for large customers, including purchase orders and deployments. This includes weekly deployment coordination, partner and internal project management, setup and configuration through Verkada Command, project preparation with custom documentation, scheduled training sessions, partner review and onboarding, and global logistics coordination to ensure seamless deployment and integration.

Setup/Configuration/Training

Tailored configuration and training services are available for all customer types, providing specialized support for smaller scale deployments and ensuring a smooth implementation process.

Software Engineering/API Build

Custom software engineering services are available, including integrations with Helix, AC migration, and other software builds to address specific customer requirements.

Reseller Partner Value-Add

Our reseller partners provide a wide variety of value added services that enhance the offerings of our products. These services go beyond simple reselling, adding significant value by tailoring solutions to meet specific government needs. Resellers can integrate our products into existing government systems, customizing configurations to ensure seamless operation within the client's infrastructure. Many of these partners offer consultative support, guiding customers through the selection process and providing ongoing assistance with system setup, training, and troubleshooting. This ensures government clients maximize the value of our products.

Some resellers also offer unique applications and custom solutions, to meet specific compliance and operational needs. Verkada's flexible solutions enable partners to support less traditional implementations. These solutions can include cellular or Starlink satellite connectivity, solar power, and off-the-grid setups, ensuring reliable video security even in challenging environments like a school bus or remote site.

Installation Related Materials

Physical installation is critical to the performance of Verkada's products. Under our contract reseller partners may provide necessary installation materials such as Cat-6 cabling, lifts, and other equipment, all priced according to Verkada's standard price structure.

Integrations

Verkada offers several integrations to connect their security systems with leading enterprise tools, ensuring seamless workflows and enhanced operational efficiency. From identity management and access control to communication platforms and building automation, Verkada integrates with trusted partners like Okta, Microsoft Teams, Splunk, and more. Visit our integrations page at https://www.verkada.com/integrations/partners/ for more details.

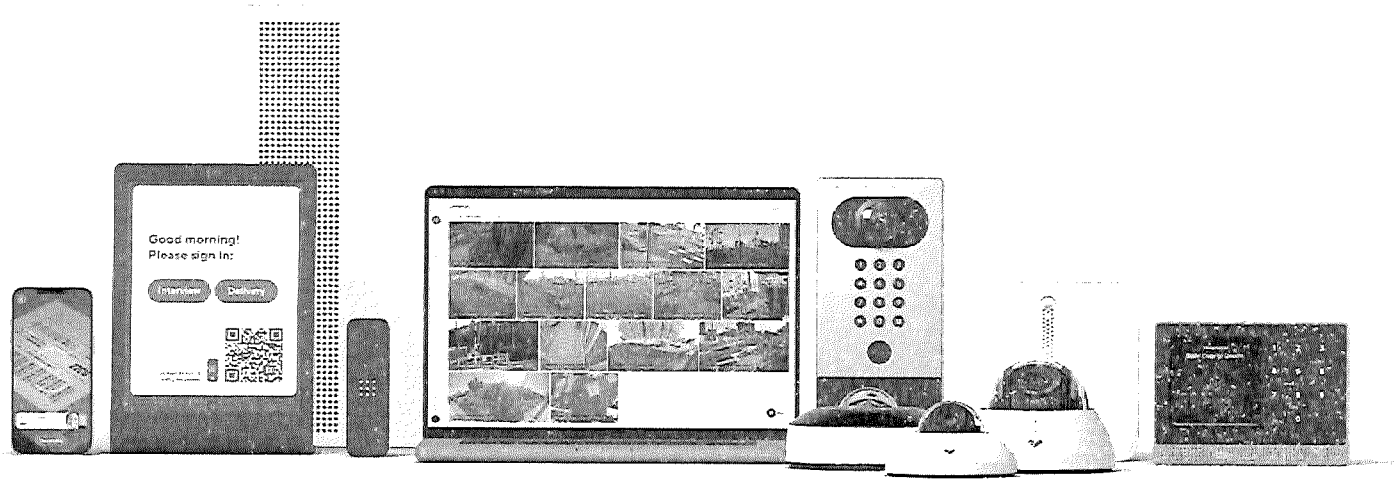
Comprehensive Service Menu

Needs	Service Mapping	Example Customer
Full Implementation/Deployment	Deployment Project Management	Global customer with 30+ locations, buying and deploying in the next 12-18 months; Need PM, config, training
Configuration (All Sites)	Deployment Project Management (Config	Global customer with 30+ locations, buying and deploying in the next 12-18 months; Need config for all sites

	Focused)	
Configuration	FastTrack Standard	New customer that bought Verkada for 1-2 locations, want to make sure devices are set up properly
Configuration	FastTrack Basic	New customer that bought Verkada for 1 location, want to make sure devices are set up properly
Access Control Integration and Automation	Custom Solution Development	Customer wants a software that automates user syncing between Workday and Verkada Command Access Control
API and Software Build	Currently not offered	Upon Request
Command Org Migration	Org Migration	Upon Request
Other	Depends on need	Upon Request

A Smarter Way to Secure Your Space

Verkada is a fully integrated hardware and software solution that strengthens safety while simplifying ownership. Designed with ease of use at top of mind, Verkada's six product lines provide unparalleled visibility through a single pane of glass.



Command Platform

Manage devices, users and sites from a single pane of glass — accessible from a simple web browser or mobile app.

- Unlimited user seats and cloud archiving
- Remote access from any browser or mobile device
- Customizable level of site permissions
- Automatic updates and new features
- Leverage AI-powered search capabilities
- Access to top-rated mobile app
- 24/7 worldwide technical support

Video Security

Hybrid cloud cameras offer onboard storage and edge-based processing to reliably to deliver AI-powered insights in real-time.

Air Quality Sensors

Monitor environments for air quality, temperature, humidity, motion, noise, smoke and vape emissions.

Intercom

Answer calls from anywhere with sharp intercom video, clear audio and four smart receiver methods.

Access Control

Easily manage doors and credentials across departments with Global Access and Active Directory integrations.

Alarms

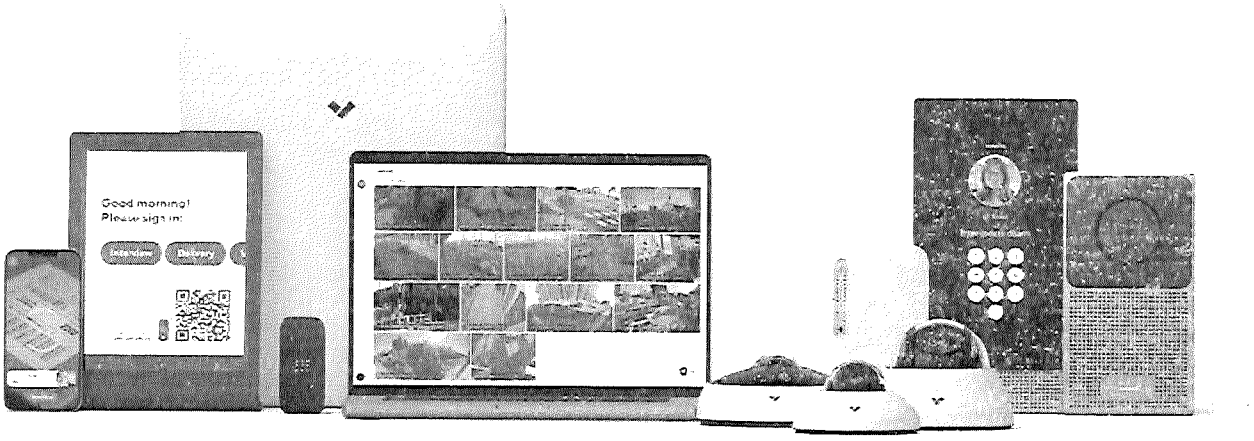
Catch and respond to break-ins with cloud-managed intrusion detection and 24/7 professional monitoring.

Workplace

Manage visitors and deliveries with guest and mailroom software, enhancing security along with workplace operations.

Verkada

For Higher Education



Why Verkada?

No NVRs or DVRs
– up to 365 days of onboard storage

Unlimited user seats
and cloud archiving

Up to 10-year warranty
and predictable renewal costs

24/7 technical support
via email, phone or live chat

Easy multi-site management
with cloud-based software

Automatic updates
to unlock features and maintain security

Command Platform

Manage devices, users and sites from a single pane of glass — accessible from a simple web browser or mobile app.

Guest

Personalize the check-in experience with custom sign-in flows, complete with security and health screens.

Mailroom

Streamline mailroom management and safeguard assets with native camera integration.

Video Security

Hybrid cloud cameras offer onboard storage and edge-based processing to deliver actionable insights in real-time.

Air Quality Sensors

Monitor environments for air quality, temperature, humidity, motion, noise, smoke and vape emissions.

Intercom

Answer calls from anywhere with sharp intercom video, clear audio and four smart receiver methods.

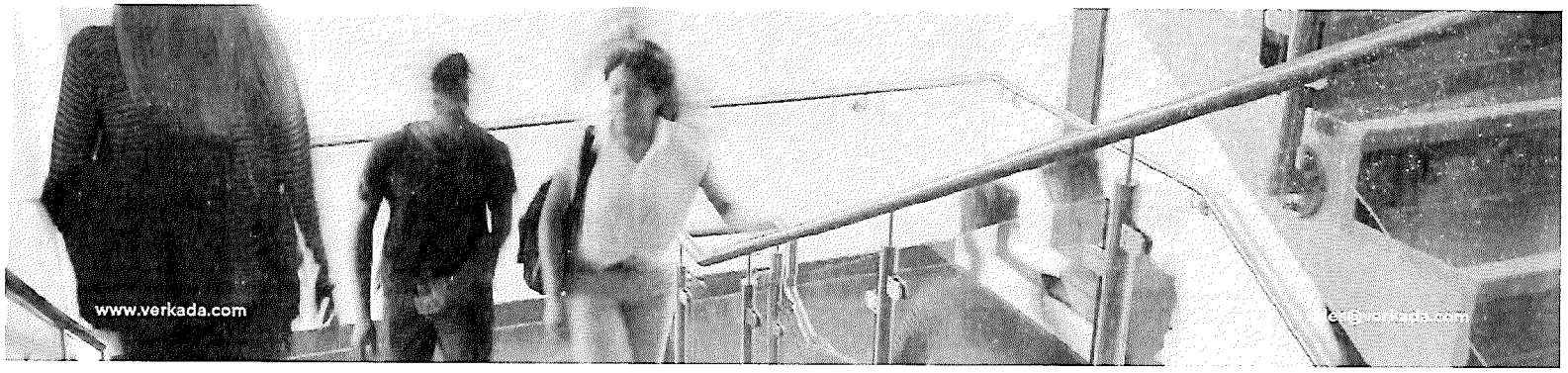
Access Control

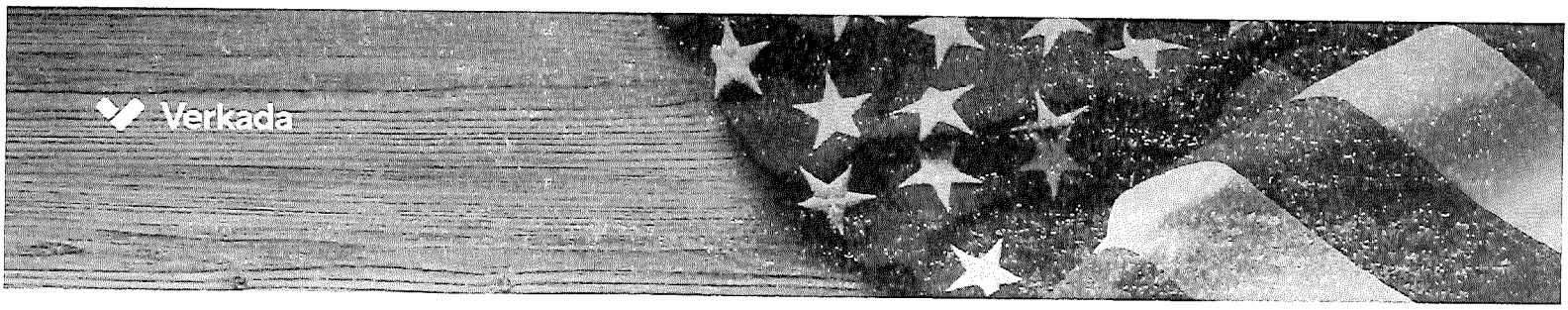
Easily manage doors and credentials across campuses with Global Access and Active Directory integrations.

Alarms

Catch and respond to break-ins with cloud-managed intrusion detection and 24/7 professional monitoring.

Contact sales@verkada.com to learn more.





The Power of the Verkada Platform for Government Organizations

Verkada's government-grade offerings are designed to help government organizations and their partners take a proactive, simple, and scalable approach to physical security, alongside numerous security enhancements that are critical for certain government users.

FedRAMP Ready at the Moderate Impact Level

Our solutions have undertaken rigorous security assessments like FedRAMP (FedRAMP Ready at the Moderate impact level), FIPS 140-2 validation, and TAA and FY 2019 NDAA compliance across three product lines.

Security and Compliance*

Government-grade physical security solutions

Command in AWS GovCloud

Government customers in the United States can choose to use Verkada Command hosted in AWS GovCloud, which gives them the flexibility to use our secure cloud solutions on top of the additional stringent security controls provided by AWS GovCloud. Command in AWS GovCloud supports our FIPS-validated camera models and Verkada Guest.

FIPS-Validated Cameras

Verkada's FIPS-validated cameras incorporate encryption that meets the FIPS 140-2 and FedRAMP Ready (Moderate) standards. They have durable, vandal-resistant designs, advanced computer vision features, and are TAA and FY 2019 NDAA compliant.

Verkada Guest

Verkada Guest is a visitor management solution that allows government organizations to streamline check-in and provide a more welcoming experience for their visitors. Native camera integration helps organizations increase security by enabling them to immediately find footage of visitors as they move throughout the facilities.

Why Verkada

Proactive security
Increase security and visibility with real-time alerts, the ability to share live links with authorities, and more.

Manage site from anywhere
Verkada lets you easily manage sites remotely from our intuitive Command mobile app – no port-forwarding or VPNs.

Protect privacy
Maintain security while protecting privacy with granular permissions, face blurring, privacy regions, and more.

Receive dedicated support
Our team can provide one-on-one support for system design, pricing, installation, integration, onboarding, and training

Learn more

To learn more about Verkada for government-grade deployments, visit our site or email government@verkada.com.

*Not applicable to all products and models. Contact sales to inquire about the security and compliance features of individual product models.

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Verkada

11/07/2024

Region 4 Education Service Center
7145 West Tidwell Road
Houston, Texas, 77092-2096

Ref: Executive Channel Partner Leadership Endorsement - Region 4/OMNIA Bid #25-02 Weapons and Threat Detection Equipment

To Whom It May Concern,

As Senior Vice President of Global Channel at Verkada, I fully support Verkada's bid submission to Region 4/OMNIA Partners. Since leading our sales organization starting in 2019, and now overseeing the channel partner team, I've witnessed our commitment to delivering value to government sector clients. If awarded, our Channel Leadership Team will prioritize and support Region 4/OMNIA Partners as a cooperative contract within the public sector.

Sincerely,

Signed by:
Ryan Bettencourt
CD36A17686E84D2...

Ryan Bettencourt
Senior Vice President of Global Channel
406 E. 3rd Ave
San Mateo, CA 94401
ryan.bettencourt@verkada.com

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Verkada

11/07/2024

Region 4 Education Service Center
7145 West Tidwell Road
Houston, Texas, 77092-2096

Ref: Executive Sales Leadership Endorsement - Region 4/OMNIA Bid #25-02 Weapons and Threat Detection Equipment

To Whom It May Concern,

As Vice President of Enterprise Sales at Verkada, I fully support Verkada's bid submission to Region 4/OMNIA Partners. As a leader within our sales organization, I've witnessed our commitment to delivering value to government sector clients. If awarded, our Sales Leadership Team will prioritize and support Region 4/OMNIA Partners as a cooperative contract within the public sector.

Sincerely,

Signed by:
Anthony Cavallio
A310FAAB72664F4...

Anthony Cavallio
Vice President of Enterprise Sales
406 E. 3rd Ave
San Mateo, CA 94401
anthony.cavallio@verkada.com

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OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name	Verkada Inc
Address	406 E. 3rd Ave
City/State/Zip	San Mateo, CA 94401
Telephone No.	650-514-2682
Email Address	caleb.augustin@verkada.com
Printed Name	Caleb Augustin
Title	Director of Global Channel
Authorized signature	Signed by: Caleb Augustin

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

_____ _____

Region 4 ESC Authorized Board Member Date

_____

Print Name

_____ _____

Region 4 ESC Authorized Board Member Date

_____

Print Name

This attachment is executed in good faith, provided that in the event Verkada is awarded this opportunity, the parties will negotiate in good faith and execute a mutually agreeable contract.

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Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

11/18/2024
Date

Signed by:
Caleb Augustin
4571F72A132E4F6...
Authorized Signature & Title

Docusign Envelope ID: 08627666-D51F-4CCC-AAEF-813BC1E73AF2

Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Verkada Inc

Address 406 E 3rd Ave.San Mateo, CA 94401

Phone 801-793-2634

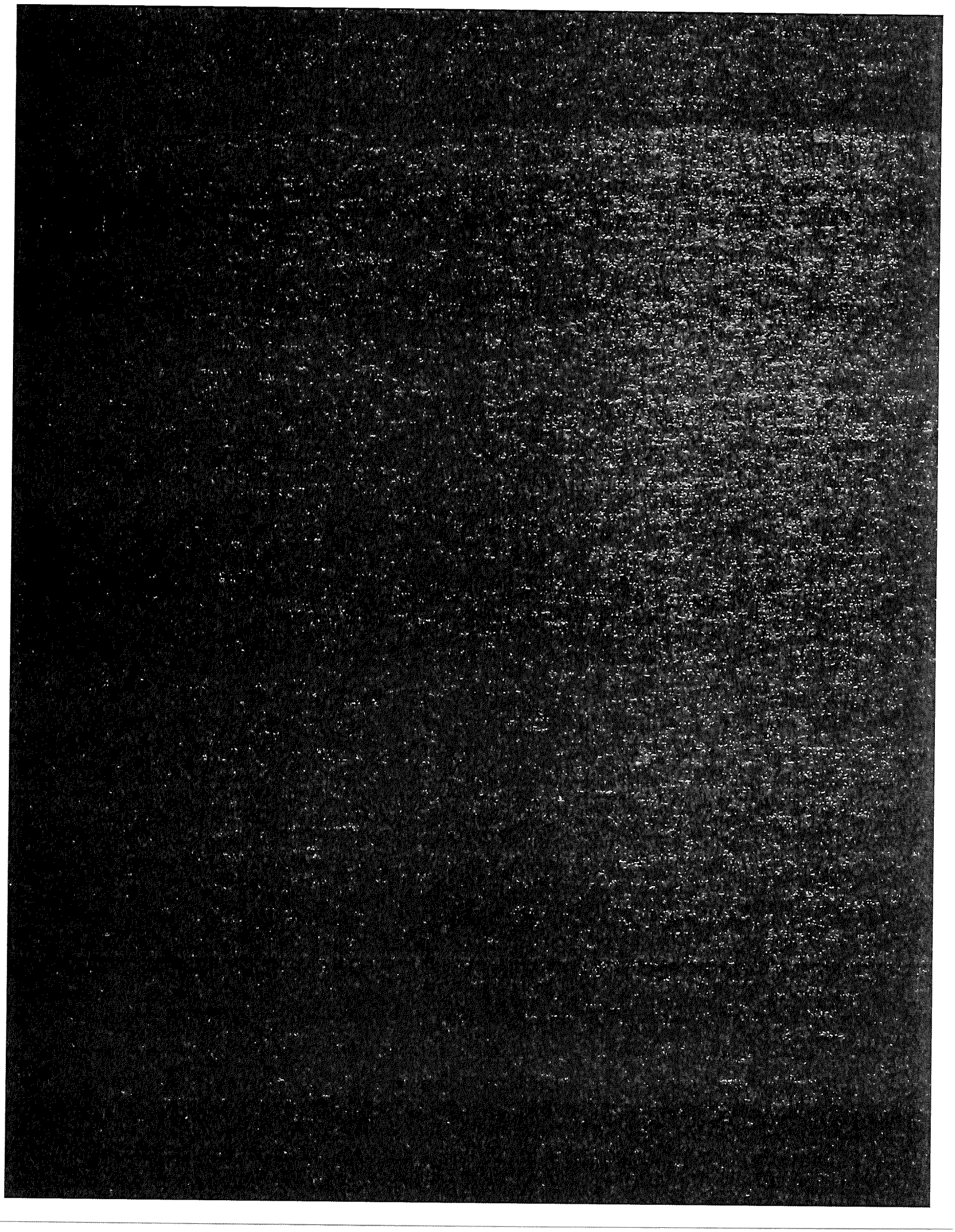
Fax

Contact

DocuSigned by: Kayla Medina DEFA1C5862DC40C...
Signature
Kayla Medina
Printed Name
Program Manager, Government Contracts
Position with Company

Official Authorizing Proposal

Signed by: Caleb Augustin 4571F72A132E4F6...
Signature
Caleb Augustin
Printed Name
Director of Global Channel
Position with Company



7. Attachment A - End User Agreement

Propose changes

Click above to sign or propose changes

This End User Agreement ("**Agreement**") is entered into by and between Verkada Inc. ("**Verkada**") and and you, the end customer and user ("**Customer**") Products (as defined below), either in connection with a purchase of the Products or use of the Products for evaluation purposes as part of a trial. Customer is under no obligation to purchase the evaluation Products used in a trial but will be invoiced for Products not purchased or returned following the expiration of the trial period.

By accepting this Agreement, whether by clicking a box indicating its acceptance, navigating through a login page where a link to this Agreement is provided, executing a Purchase Order that references this Agreement, or providing another form of electronic acceptance, Customer agrees to be bound by its terms. If Customer and Verkada have executed a written agreement governing Customer's access to and use of the Products, then the terms of such signed agreement will govern and will supersede this Agreement.

This Agreement is effective between Verkada and the Customer as of the earlier of the date that Customer accepts the terms of this Agreement as indicated above or first accesses or uses any of the Products (the "**Effective Date**"). Verkada reserves the right to modify or update the terms of this Agreement in its discretion, the effective date of which will be the earlier of (i) 30 days from the date of such update or modification and (ii) Customer's continued use of the Products.

Verkada and Customer hereby agree as follows.

1. DEFINITIONS

The definitions of certain capitalized terms used in this Agreement are set forth below. Others are defined in the body of the Agreement.

"**Customer Data**" means all data provided by Customer to Verkada by means of the Products. Customer Data does not include System Data (defined below).

"**Documentation**" means the online documentation regarding the Hardware, available at www.verkada.com/docs/ or as otherwise provided within the Hosted Software.

"**DPA**" means the Data Processing Addendum available at www.verkada.com/support/dpa or other negotiated data protection agreement, entered into between Verkada and Customer.

"**Firmware**" means the software developed and maintained by Verkada that is stored on the Hardware and enables the basic functioning of the Hardware and its communication with the Hosted Software.

"**Hardware**" means the Verkada hardware products, including security cameras, access control units, alarm units, and environmental sensors.

"**Hosted Software**" means Verkada's Software-as-a-Service system, currently known as "Command," and related infrastructure made available to Customer to manage and configure the Hardware.

"**License**" has the meaning ascribed to it in **Section 2.1**.

"**License Term**" means the length of time indicated in the License SKU set forth on the applicable Purchase Order.

"**Partner**" means a third-party authorized by Verkada to resell the Products, to whom Customer has delivered an ordering document for such Products.

"**Product Feature(s)**" means a unique feature set within the Hosted Software that is identified by a particular stock keeping unit (SKU) on a Purchase Order.

"**Products**" means, collectively, the Software, Hardware, Product Features, Documentation, and all modifications, updates, and upgrades thereto and derivative

works thereof.

"**Purchase Order**" means each order document submitted to Verkada by a Partner on behalf of Customer, and accepted by Verkada, indicating Partner's firm commitment to purchase the Products and for the prices set forth thereon.

"**Service Level Agreement**" means the Service Level Agreement set forth on **Exhibit A** hereto.

"**Software**" means the Firmware and Hosted Software.

"**Support**" means the technical support services and resources available at www.verkada.com/support.

"**System Data**" means configuration information, log and event data, Product performance data, and statistics regarding Customer's use of the Products.

"**Users**" means employees of Customer, or other third parties, each of whom are authorized by Customer to use the Products on Customer's behalf.

2. LICENSE AND RESTRICTIONS

2.1. License to Customer. Subject to the terms of this Agreement, Verkada grants Customer a royalty-free, nonexclusive, transferable (subject to Section 12) worldwide right during each License Term to use the Software, subject to the terms of this Agreement ("**License**"). Customer must purchase one or more Licenses to use the Software for at least the number and type of Hardware units and/or Product Features that the Customer manages by means of the Software (collectively, "**Valid Licensing**"); however, Customer may authorize an unlimited number of Users to access and use the Software. If Customer purchases additional Licenses, either in connection with the purchase of additional Hardware units or renewal of Licenses for existing Hardware units, the overall License Term will be modified such that the License Term for all Licenses purchased will expire and terminate on the same date. If Customer does not maintain Valid Licensing, then (i) Customer will have limited or no access to Customer

Data, Product Features, and the Software, and (ii) the Hardware will not function as designed. If Customer purchases the Monitoring Services (as defined on Exhibit B, the "**Alarms Addendum**"), the use of the Products in connection with the Monitoring Services will be subject to the terms of the Alarms Addendum.

2.2. License to Verkada. During the License Term, Customer will transfer Customer Data to Verkada while using the Products. Customer grants Verkada a non-exclusive right and license to use, reproduce, modify, store, and process Customer Data solely to maintain the Products and provide them to Customer. Customer represents and warrants that it possesses the necessary rights and authority to grant Verkada the rights set forth in this Section 2.2 with respect to Customer Data.

2.3. Restrictions. Customer will not: (i) use (or allow a third party to use) the Products for any competitive purposes (other than for routine product comparison purposes), including monitoring or testing their availability, security, performance, or functionality, in each case without Verkada's express written consent; (ii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit the Products; (iii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, tamper with the Hardware, or copy the Products or any of their components; or (iv) use the Products to conduct any fraudulent, malicious, or illegal activities or otherwise in contravention of any applicable laws or regulations (each of (i) through (iv), a "**Prohibited Use**").

3. COURTESY RETURNS; HARDWARE WARRANTY AND WARRANTY RETURNS

3.1. Courtesy Returns. Customer may return up to $250,000 worth of Products (as reflected in the net price set forth on one or more Purchase Order(s)) for any reason within the 30-day period starting on the shipment date of such Products (a "**Courtesy Return**"). To initiate a Courtesy Return, Customer must send a request for a Courtesy Return by email within such 30-day period either to (a) the Partner that submitted the

Purchase Order(s) for the Products to be returned or (b) the Verkada sales representative responsible for Customer's account, and include the serial numbers of the Products to be returned.

3.2. Hardware Warranty. Verkada represents to the original purchaser and user of the Hardware that, for the period set forth in the applicable Documentation from the date of shipment to the location specified on the Purchase Order, the Hardware will be substantially free of defects in materials and workmanship ("**Hardware Warranty**").

3.3. Remedy for Breach of Hardware Warranty. Customer's sole and exclusive remedy and Verkada's (and its suppliers' and licensors') sole and exclusive liability for a breach of the Hardware Warranty will be, in Verkada's sole discretion, to replace the non-conforming Hardware. Replacement may be made with a new or refurbished product or components. If the Hardware or a component within it is no longer available, then Verkada may replace the Hardware unit with a similar product of similar function. Any Hardware unit that has been replaced under the Hardware Warranty will be covered by the terms of the Hardware Warranty for the longer of (a) 90 days from the date of the delivery, or (b) the remainder of the original Hardware Warranty period. Customer's engaging in a Prohibited Use serves to void the Hardware Warranty.

3.4. Warranty Returns. To request a return under the Hardware Warranty, Customer must notify Verkada or the Partner within the Hardware Warranty period. To initiate a return directly to Verkada, Customer must send a return request to Verkada at support@verkada.com and clearly state details on where and when Customer purchased the Hardware, the serial numbers of the applicable Hardware unit(s), Customer's reason for returning the Hardware, and Customer's name, mailing address, email address, and daytime phone number. If approved, Verkada will provide Customer with a Return Materials Authorization ("**RMA**") and prepaid shipping label via email that must be included with Customer's return shipment to Verkada. Customer must return the Hardware unit(s) listed in the RMA with all included accessories with the RMA within the 14 days following the day on which Verkada issued the RMA.

4. VERKADA OBLIGATIONS

4.1. General. Verkada is responsible for providing the Products in conformance with this Agreement, the Purchase Order(s), and applicable Documentation.

4.2. Availability. Verkada uses its best efforts to ensure that the Hosted Software is available in accordance with the terms of the Service Level Agreement, which sets forth Customer's remedies for any interruptions in the availability of the Hosted Software.

4.3. Support. If Customer experiences any errors, bugs, or other issues in its use of the Products, then Verkada will provide Support in order to resolve the issue or provide a suitable workaround. The fee for Support is included in the cost of the License. As part of a Support case, Customer may grant access, in its sole discretion, to a member of Verkada's Support team through functionality provided in the Hosted Software for a length of time determined by Customer.

4.4. Maintenance. Verkada will use commercially reasonable efforts to maintain the Products and implement updates, upgrades, and fixes as necessary to meet its obligations under this Agreement.

5. CUSTOMER OBLIGATIONS

5.1. Payment; Compliance. Customer is responsible for paying Partner for the Products pursuant to Partner's invoice(s). In the event Customer is delinquent on fees, Verkada may pursue payment directly from Customer if Partner is unable to or chooses not to pursue such fees itself. Customer will use the Products only in accordance with the Documentation and in compliance with all applicable laws, including procurement and maintenance of any applicable licenses and permits. Customer will ensure that none of the Products are directly or indirectly exported, re-exported, or used to provide services in violation of the export laws and regulations of the United States or any other country. If Customer operates in a regulated industry,

Customer represents that it has obtained all necessary local and state licenses and/or permits necessary to operate its business and is in compliance (and will use its best efforts to remain in compliance) with all local, state, and (if applicable) federal regulations regarding the conduct of its business. Verkada reserves the right to suspend use of any Products operating in violation of the obligations of this Section 5.1, following written notice to Customer.

5.2. Account Administration. Customer is responsible for identifying one or more individuals within Customer's organization who will act as administrator(s) of Customer's account. Such person(s) will be responsible for, among other things, monitoring and managing access privileges of other Users. Customer is also responsible for verifying, including ensuring that any third-party installer verify, that all Hardware Products purchased are properly claimed into Customer's account within the Hosted Software prior to installation, as more fully set forth in the Documentation.

6. TERM AND TERMINATION

6.1. Term. The term of this Agreement will commence on the Effective Date and will continue for so long as Customer maintains any active Licenses.

6.2. Termination or Suspension for Cause. Either party may terminate this Agreement, and Verkada may suspend Customer's access to the Hosted Software, for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of the 30-day period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. For purposes of clarity, a material breach of the Agreement includes Customer's failure to purchase and/or maintain a sufficient number of Licenses, as required by Section 2.1.

6.3. Effect of Termination. If Customer terminates this Agreement in accordance with Section 6.2, then Verkada will refund Customer a pro rata portion of any prepaid fees

allocable to the remaining License Term. The following provisions will survive any expiration or termination of the Agreement: Sections 7, 9, 10, 11, and 12, and any other provisions that, by their nature, would reasonably be considered intended to survive.

7. CONFIDENTIALITY

7.1. Confidential Information. Except as explicitly excluded below, any information of a confidential or proprietary nature provided by a party ("**Disclosing Party**") to the other party ("**Receiving Party**") constitutes the Disclosing Party's confidential and proprietary information ("**Confidential Information**"). Verkada's Confidential Information includes the Products and any information conveyed to Customer in connection with Support. Customer's Confidential Information includes Customer Data. Confidential Information does not include information which is: (i) already known by the receiving party without an obligation of confidentiality other than pursuant to this Agreement; (ii) publicly known or becomes publicly known through no unauthorized act of the Receiving Party; (iii) rightfully received from a third party without a confidentiality obligation to the Disclosing Party; or (iv) independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

7.2. Confidentiality Obligations. Each party will use the Confidential Information of the other party only as necessary to perform its obligations under this Agreement, will not disclose the Confidential Information to any third party, and will protect the confidentiality of the Disclosing Party's Confidential Information with the same standard of care as the Receiving Party uses or would use to protect its own Confidential Information, but in no event will the Receiving Party use less than a reasonable standard of care. Notwithstanding the foregoing, the Receiving Party may share the other party's Confidential Information with those of its employees, agents and representatives who have a need to know such information and who are bound by confidentiality obligations at least as restrictive as those contained herein (each, a "**Representative**"). Each party shall be responsible for any breach of confidentiality by

any of its Representatives.

7.3. Additional Exclusions. A Receiving Party will not violate its confidentiality obligations if it discloses the Disclosing Party's Confidential Information if required by applicable laws, including by court subpoena or similar instrument so long as the Receiving Party provides the Disclosing Party with written notice of the required disclosure so as to allow the Disclosing Party to contest or seek to limit the disclosure or obtain a protective order. If no protective order or other remedy is obtained, the Receiving Party will furnish only that portion of the Confidential Information that is legally required, and agrees to exercise reasonable efforts to ensure that confidential treatment will be accorded to the Confidential Information so disclosed.

8. DATA PROTECTION

Verkada secures the Software and Customer Data in accordance with the security practices available at www.verkada.com/trust/security-controls. Verkada will process all Customer Data in accordance with the DPA.

9. OWNERSHIP

9.1. Verkada Property. Verkada owns and retains all right, title, and interest in and to the Software, the System Data, and all intellectual property embodied in the Hardware and accessories. Except for the limited license granted to Customer in Section 2.1, Verkada does not by means of this Agreement or otherwise transfer any rights in the Products to Customer, and Customer will take no action inconsistent with Verkada's intellectual property rights in the Products.

9.2. Customer Property. Customer owns and retains all right, title, and interest in and to the Customer Data and does not by means this Agreement or otherwise transfer any rights in the Customer Data to Verkada, except for the limited license set forth in

Section 2.2.

10. INDEMNIFICATION

10.1. By Verkada. Verkada will indemnify, defend, and hold Customer, its affiliates, and their respective owners, directors, members, officers, and employees (collectively, "**Customer Indemnitees**") harmless from and against any claim, action, demand, suit or proceeding (each, a "**Claim**"), and the attorneys' fees and court and investigative costs of Customer Indemnitees, made or brought by a third party against any of the Customer Indemnitees alleging that Customer's use of the Products infringes or misappropriates any patent, trademark, copyright, or any other intellectual property of such third party.

Verkada will pay any damages finally awarded against any Customer Indemnitees by a court of competent jurisdiction as a result of any such Claim, or any final settlement of such Claim, so long as Customer (i) gives Verkada prompt written notice of the Claim, (ii) gives Verkada sole control of the defense and settlement of the Claim (provided that Verkada may not settle any Claim without the Customer Indemnitee's written consent, which will not be unreasonably withheld), and (iii) provides to Verkada all reasonable assistance, at Verkada's request and expense.

If Customer's right to use the Products hereunder is, or in Verkada's opinion is likely to be, enjoined as the result of a Claim, then Verkada may, at Verkada's sole option and expense procure for Customer the right to continue using the Products under the terms of this Agreement, or replace or modify the Products so as to be non-infringing and substantially equivalent in function to the claimed infringing or enjoined Products.

Verkada will have no indemnification obligations under this Section 10.1 to the extent that a Claim is based on or arises from: (a) use of the Products in a manner other than as expressly permitted in this Agreement; (b) any alteration or modification of the Products except as expressly authorized by Verkada; (c) the combination of the Products with any other software, product, or services (to the extent that the alleged

infringement arises from such combination); or (d) where the Claim arises out of specifications provided by Customer. This Section 10.1 sets forth Verkada's sole and exclusive liability, and Customer's exclusive remedies, for any Claim of infringement or misappropriation of intellectual property.

10.2. By Customer. Customer will indemnify, defend, and hold harmless Verkada, its affiliates, and their respective owners, directors, members, officers, and employees (together, the "**Verkada Indemnitees**") from and against any Claim, and the attorneys' fees and court and investigative costs of Verkada Indemnitees, related to: (a) Customer or its Users engaging in a Prohibited Use; and (b) Customer's indemnity obligation under the Alarms Addendum set forth in Exhibit B hereto (if any). Customer will pay any settlement of and any damages finally awarded against any Verkada Indemnitee by a court of competent jurisdiction as a result of any such Claim so long as Verkada (i) gives Customer prompt written notice of the Claim, (ii) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim without Verkada's prior written consent which will not be unreasonably withheld), and (iii) provides to Customer all reasonable assistance, at Customer's request and expense.

11. LIMITATIONS OF LIABILITY

11.1. Disclaimer. EXCEPT FOR THE WARRANTIES EXPLICITLY SET FORTH IN THIS AGREEMENT, VERKADA MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING OR RELATING TO THE PRODUCTS, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT, INCLUDING UPDATES OR SUPPORT. WITHOUT LIMITING THE FOREGOING, VERKADA HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE. VERKADA DOES NOT WARRANT THAT THE PRODUCTS WILL MEET CUSTOMER'S NEEDS OR EXPECTATIONS, THAT USE OF THE PRODUCTS WILL BE

UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED.

11.2. No Consequential Damages. NEITHER PARTY, NOR ITS AFFILIATES, NOR THE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES OF ANY OF THEM, WILL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OR COSTS OCCURRING AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

11.3. Direct Damages Cap. EXCEPT WITH RESPECT TO EXCLUDED CLAIMS AND UNCAPPED CLAIMS, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF EITHER PARTY, OR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES, TO THE OTHER PARTY FOR ANY AND ALL DAMAGES, INJURIES, AND LOSSES ARISING FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF, BASED ON, RESULTING FROM, OR IN ANY WAY RELATED TO THIS AGREEMENT, EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER FOR THE USE OF THE PRODUCTS UNDER THIS AGREEMENT DURING THE 24-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM.

THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES WHICH WILL BE THE CLAIMANT'S SOLE AND EXCLUSIVE REMEDY.

11.4. Excluded Claims Cap. "**Excluded Claims**" means any claim and/or liability associated with: (a) both party's indemnification obligations in Section 10; (b) any breach by Verkada of the DPA, Section 8 (Data Protection), or other data privacy and security obligations. Each party's total, cumulative liability for all Excluded Claims will not exceed two (2) times the total amount paid or payable by Customer for use of the Products under this Agreement during the Term.

11.5 Uncapped Claims. "**Uncapped Claims**" means any claim or liability associated with: (a) Customer's breach of Section 2.2 (License to Customer Data), Section 5.1 (Compliance), and Section 3 of Exhibit B (Customer Obligations) (if applicable); (b) either Party's breach of confidentiality (but not relating to any liability associated with Verkada's security obligations with respect to Customer Data which remains subject to the Excluded Claims cap); or (c) any liability of a Party which cannot be limited under applicable law, including gross negligence, recklessness, or intentional misconduct.

12. MISCELLANEOUS

This Agreement is the entire agreement between Customer and Verkada and supersedes all prior agreements and understandings concerning the subject matter hereof. Customer and Verkada are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, or agency between Customer and Verkada. Failure to exercise any right under this Agreement will not constitute a waiver. There are no third-party beneficiaries to this Agreement. This Agreement is governed by the laws of California without reference to conflicts of law rules. Any notice provided by one party to the other under this Agreement will be in writing and sent either (i) by overnight courier or certified mail (receipt requested), in the case of Customer to Customer's address on record in Verkada's account information and in the case of Verkada, to 406 E. 3rd Ave., San Mateo, CA 94401, or (ii) by electronic mail to Customer's email address on record in Verkada's account information or to Verkada at legal@verkada.com. If any provision of this Agreement is found unenforceable, the Agreement will be construed as if such provision had not been included. Neither party may assign this Agreement without the prior, written consent of the other party, except that either party may assign this Agreement without such consent in connection with an acquisition of the assigning party or a sale of all or substantially all of its assets. In the event of an assignment by Customer in connection with an acquisition of Customer or a sale of all or substantially all of Customer's assets, Customer's License may be transferred to the party acquiring Customer or

purchasing all or substantially all of its assets, subject to Verkada's prior written consent, such consent not to be unreasonably withheld.

A party will not be liable for any failure to perform caused by circumstances beyond its reasonable control which would otherwise make such performance commercially impractical including, but not limited to, acts of God, fire, flood, acts of war, pandemics, government action, accident, labor difficulties or shortage, inability to obtain materials, equipment or transportation (each, a "**Force Majeure Event**"). If a Force Majeure Event lasts longer than five (5) business days, the parties will meet to determine if performance under the Agreement can resume as agreed. If the parties cannot agree, then Verkada may terminate the applicable Purchase Order or this Agreement.

If any disputes arise, the parties will first attempt to resolve the dispute informally via good faith negotiation. If the dispute has not been resolved after 30 days, the parties will resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief) by binding arbitration before a single arbitrator administered by JAMS, its successors and assigns, in San Mateo County, California, unless otherwise agreed by the parties in writing, and pursuant to its arbitration rules. Each party will be responsible for paying any arbitration fees in accordance with the foregoing rules, and the award rendered by the arbitrator may include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed to prevent either party from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of its data security, intellectual property rights or other proprietary rights.

EXHIBIT A

The Service Level Agreement is available at https://www.verkada.com/support/sla/.

EXHIBIT B

Alarms Addendum

This "**Alarms Addendum**" sets forth the terms applicable to Customer's use of the Monitoring Services (as defined below).

1. Certain Definitions.

a. "**Alarm(s)**" means an alarm signal, data, video or audio transmission initiated by the Hardware installed on Customer's premises signaling a specific type of situation that is transmitted to a Call Center for response via the Hosted Software.

b. "**Call Center**(s)" means a central monitoring station that receives and responds to an Alarm for Customer as more fully set forth below.

c. "**Call List**" means the list of names, with corresponding telephone numbers and email addresses, of those persons in the order Customer wishes to receive notification of Alarms which must be created, and updated by Customer from time to time, via the Hosted Software.

d. "**First Responder(s)**" means the entity (e.g., fire department, police department) that is contacted by the Call Center to respond to an Alarm received at the Call Center.

e. "**Monitoring Services**" means the automated Alarm transmission functionality enabled by the Software that, when triggered, transmits an Alarm to the Call Center for a response, as more fully described in the Documentation. The Monitoring Services are deemed to be a Product under the Agreement.

2. Monitoring Services.

a. In order to use the Monitoring Services, Customer must: (i) purchase a License for each location at which Monitoring Services will be provided (a "**Monitoring License**"); and (ii) enable the "Emergency Dispatch" toggle within the Hosted Software, as more fully described in the Documentation.

b. For each Alarm transmitted through the Hosted Software, the Call Center will respond in accordance with its internal operating procedures, and only if warranted in the sole discretion of the Call Center. Not all Alarms require notification to First Responders. If the video verification settings are set to 'Normal Mode' (as described in the Documentation), the Call Center may not notify the individuals on the Call List if it is unable to determine a threat to person or property, including because Call Center cannot discern a threat from the video provided or it is unable to access video of the trigger event. Once dispatched, the Call Center may be unable to recall First Responders.

c. In the event of notification to Customer, the Call Center will call the person(s) named in the Call List, in the order set by Customer. Receipt by Customer of any form of notification provided by the Call Center pursuant to the Call List, is deemed compliance with the notification obligation hereunder, which notice may include SMS or voice mail message.

d. If video or audio Alarms are received at the Call Center, the Call Center will monitor such video or sound in accordance with its internal operating procedures, and for so long as the Call Center, in its sole discretion, deems appropriate.

3. Customer's Obligations.

a. Customer (or a properly licensed installer selected by Customer) is responsible for installation (including the design of such installation), maintenance, service, repair, inspection and testing of the Products. Once installed, it is Customer's responsibility (or a properly licensed installer selected by Customer) to configure its Products in order to enable the Monitoring Services, including by creating and maintaining appropriate Trigger and Response Actions via the Hosted Software (i.e., by creating an "Alarm Address" within Customer's account in the Hosted Software and configuring it in Customer's discretion). Monitoring Services will be provided only if the Hardware Products have been configured to transmit Alarms to the Call Center by means of the foregoing.

b. Customer is responsible, at Customer's sole expense, for supplying all systems, and incidental functionality (e.g., high-speed Internet access, IP Address and or wireless services, all 110 Volt AC power), necessary to operate the Products at Customer's premises.

c. Once delivered, the Hardware Products are in the possession and control of Customer, and it is Customer's sole responsibility to regularly test the operation of its Products. Verkada does not design installations, install, inspect, maintain, service, repair, or test Products for Customers.

d. Customer is responsible for obtaining and maintaining all licenses, registration and permits for the Products and Monitoring Services, including those required by the Customer's local government, necessary to use the Products as contemplated under this Alarms Addendum in compliance with applicable laws and regulations.

4. Monitoring Services Exclusions.

a. Except for the systems under its control that Verkada uses to make the Hosted Software available, Alarms are transmitted over third party communication networks beyond the control of Verkada and are not maintained by Verkada. Verkada will not be responsible for any failure by such third-party networks which prevents transmission of Alarms from reaching the Call Center or any damages arising therefrom.

b. Verkada will have no liability for permit fees, false alarms, false alarm fines, the manner in which First Responders respond, any response delays caused by the First Responders, the failure of First Responders to respond, or the manner in which Alarms are handled by the Call Centers or First Responders.

c. Verkada makes no representation that any aspect of the Products meets code requirements or constitute an alarm system, burglar alarm system, fire alarm system, CCTV system, access control system or other electronic security system, as those terms are defined under the applicable laws of the jurisdictions in which Customer uses the Products.

d. Verkada is not a Call Center and does not provide the services of a Call Center. Verkada does not respond to an Alarm, notify, or attempt to notify the persons named in the Call List, request dispatch of First Responders, or other agents to Customer's premises to investigate or verify an Alarm. The portion of the Monitoring Services performed by Verkada is strictly limited to Verkada's automated signal and data retransmission software, receivers, and related components, routing Alarms generated from the Products at Customer's premise via a third-party network to a Call Center for response. The Customer is not contracting with Verkada to provide the services of the Call Center. Verkada and the Call Center are independent and unrelated entities, and there is no subcontractor, employer or employee, master or servant, joint venture, partnership, or contractual relationship between them.

5. Suspension & Termination.

Verkada may, without prior notice, suspend or terminate the Monitoring Services, in Verkada's sole discretion, in the event of: (a) a Force Majeure Event which renders any aspect of the Monitoring Services inoperable or impractical; (b) Customer defaults in its performance obligations under the Agreement or use of the Products in a manner that violates any applicable law or any third party right of privacy; (c) Call Center's facilities or communication networks are nonoperational; (d) Customer causes the Products to transmit excessive false alarms, runaway signals, or otherwise unreasonably overburdens either Verkada's systems or the Call Center's systems; or (e) Customer fails to provide accurate information within the Call List or fails to properly update the Call List.

6. No Representations or Warranties.

Verkada makes no representation or warranty, whether express or implied, that the Products including the Monitoring Services will prevent any loss, damage or injury to any person or property, whether by reason of burglary, theft, hold-up, fire or any other cause, or that the Products will in all cases provide the protection for which they are installed or intended. Monitoring Services are not error-free. Verkada is not an insurer,

and Customer assumes all risk for loss or damage to Customer's premises, contents, business interruption, or persons on or around the premises. Customer's sole remedy for Verkada's breach of this Exhibit B is to require Verkada to replace the non-operational Products as set forth in Section 3.2 of the Agreement.

THE ABOVE EXCLUSIONS WILL NOT APPLY, IF THE GOVERNING LAW WHERE THE CUSTOMER'S PREMISE IS LOCATED PROHIBITS THE EXCLUSION OF IMPLIED WARRANTIES.

7. Indemnity.

In addition to Section 10.2 of the Agreement, to the fullest extent permitted by governing law, Customer will indemnify, defend, and hold harmless Verkada Indemnitees from and against any Claim (including reasonable attorney's fees, court costs, fees associated with investigations, or fees or fines relating to permits or false alarms) arising from Customer's use of the Monitoring Services or its performance, or failure to perform, its obligations under this Exhibit B.

8. Exculpatory Clause.

a. To the fullest extent permitted by governing law, Verkada will not be liable for any loss or damage sustained by Customer caused or contributed by the performance, or failure of performance, of the Monitoring Services under this Exhibit B, even if caused or contributed by any negligence of any kind or degree of the Call Center, Verkada, or any other third-party, except for Verkada's gross negligence in states that do not permit the exculpation of liability for gross negligence, recklessness and willful misconduct.

b. IN THE EVENT THAT THE EXCULPATORY CLAUSE IS NOT ENFORCEABLE UNDER THE GOVERNING LAW WHERE THE CUSTOMER'S PREMISES IS LOCATED, THE LIMITATIONS OF LIABILITY IN SECTION 11 OF THE AGREEMENT SHALL GOVERN AND CONTROL.

9. Insurance.

Customer must maintain a policy of General Liability and Property Insurance for liability, casualty, fire, theft, and property damage and, upon request, will ensure that Verkada is named as additional insured, and which shall on a primary and non-contributing basis cover any loss or damage related to Customer's use of the Products. Customer assumes all potential risk and damage that may arise by reason of failure of the Products, and Customer will look to its own insurance carrier for any loss or assume the risk of loss. Verkada will not be responsible for any portion of any loss or damage which is recovered or recoverable by Customer from insurance covering such loss or damage or for such loss or damage against which Customer is indemnified or insured. Customer and all those claiming rights under Customer policies waive all rights against Verkada and its subcontractors for loss or damages caused by perils intended to be detected by the Products or covered by insurance to be obtained by Customer, except such rights as Customer or others may have to the proceeds of insurance.

10. <u>Conflict Resolution</u>.

In the event of any conflict, discrepancy, or inconsistency between the terms of the Agreement and this Exhibit B, the terms of this Exhibit B will govern and control.

7. Attachment B - Business Associate Agreement

Submit

Click above to sign or propose changes (or to upload your own for our review)

This HIPAA Business Associate Agreement (the "**Agreement**") is made and entered between Verkada Inc., a Delaware corporation ("**Business Associate**") and you, the party who accepted this Agreement ("**Covered Entity**") whether by clicking a box indicating acceptance, navigating through a login page where a link to this Agreement is provided, or providing another form of electronic acceptance.

This Agreement is effective between Verkada and the Covered Entity as of the date that Covered Entity accepts the terms of this Agreement as indicated above (the "Effective Date"). Verkada reserves the right to modify or update the terms of this Agreement in its discretion, the effective date of which will be the earlier of (i) 30 days from the date of such update or modification and (ii) to Covered Entity's continued participation in Verkada's programs.

1. Covered Entity is or may be subject to the requirements of the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), the Health Information Technology for Economic and Clinical Health Act ("**HITECH**") and the implementing regulations thereof (the "**HIPAA Regulations**"). As used herein, "**PHI**" refers to Protected Health Information maintained, transmitted, created or received by Business Associate for or from Covered Entity.

2. Business Associate may maintain, transmit create or receive data for or from Covered Entity that constitutes Protected Health Information (as defined in the HIPAA Regulations) to perform tasks on behalf of Covered Entity;

3. To the extent required by the HIPAA Regulations and applicable state law, Business Associate is or may be directly subject to certain privacy and security obligations and penalty provisions of HIPAA, HITECH, the HIPAA Regulations and state law.

The parties agree as follows:

1. Use and Disclosure. Business Associate may use and disclose PHI only as permitted or required by this Agreement or as required by law. Business Associate may use or disclose PHI as required to perform its obligations under any underlying service agreements or end user agreements entered into between the parties in connection with Covered Entity's purchase of goods and/or services from Business Associate (collectively, "**Service Agreement**") between the parties to perform the services as described in the Service Agreement ("**Services**"), provided that Business Associate shall not use or disclose PHI in any manner that would constitute a violation of the HIPAA Regulations if done by Covered Entity. The Services are not intended to be used as part of any life-saving or emergency systems, and Covered Entity will not use the Services in any such environment. Further, Covered Entity will not manually label, tag, or otherwise associate any PHI with Business Associate's hardware products by means of the Services. To the extent Covered Entity notifies Business Associate of a reasonable restriction request granted by Covered Entity that would limit Business Associate's use or disclosure of PHI, Business Associate will use its commercially reasonable efforts to comply with the restriction. To the extent Business Associate is to carry out an obligation of Covered Entity under the HIPAA Regulations, Business Associate shall comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligation.

2. Appropriate Safeguards. Business Associate agrees to maintain reasonable and appropriate administrative, technical and physical safeguards to protect PHI from uses or disclosures not permitted by this Agreement, including maintaining policies and procedures to detect, prevent or mitigate identity theft based on PHI or information derived from PHI. In addition, Business Associate agrees to comply with the applicable requirements of the HIPAA Regulations with respect to electronic PHI and any guidance issued by the Secretary of the Department of Health and Human Services ("**HHS**").

3. Incident Notification. To the extent Business Associate becomes aware of or discovers (i) any use or disclosure of PHI in violation of this Agreement, (ii) any

Security Incident, or (iii) any Breach of Unsecured Protected Health Information (each as defined in the HIPAA Regulations) related to any individual who is the subject of PHI, Business Associate shall promptly report such use, disclosure, incident, or breach to Covered Entity and shall include the information specified in the HIPAA Regulations. Business Associate shall mitigate, to the extent practicable, any harmful effect known to it of a use or disclosure of PHI by Business Associate not permitted by this Agreement.

4. Subcontractors. In accordance with the HIPAA Regulations, Business Associate shall ensure that each subcontractor or agent that handles PHI on behalf of Business Associate agrees in writing to be bound by the same restrictions, terms and conditions that apply to Business Associate pursuant to this Agreement.

5. Access to Designated Record Sets. Within fifteen (15) days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set (as defined at the HIPAA Regulations), Business Associate shall make available to Covered Entity such PHI in the form requested by Covered Entity. If the requested PHI is maintained electronically, Business Associate shall provide a copy of the PHI in the electronic form and format requested by the individual, if it is readily producible, or, if not, in a readable electronic form and format as agreed to by Covered Entity and the individual. In the event that any individual requests access to PHI directly from Business Associate, Business Associate shall within ten (10) days forward such request to Covered Entity. Any denials of access to the PHI requested shall be the responsibility of Covered Entity.

6. Amendments to Designated Record Sets. Within fifteen (15) days of receipt of a request from Covered Entity for the amendment of an individual's PHI contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI. In the event a request for an amendment is delivered directly to Business Associate, Business Associate shall within ten (10) days of receiving such request forward the request to Covered

Entity.

7. Access to Books and Records. Except for disclosures of PHI by Business Associate that are excluded from the accounting obligation as set forth in the HIPAA Regulations or regulations issued pursuant to HITECH, Business Associate shall record for each disclosure the information required to be recorded by covered entities pursuant to the HIPAA Regulations. Within twenty (20) days of notice by Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity, or the individual (if requested by Covered Entity), the information required to be maintained pursuant to this Section 7. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall within ten (10) days forward such request to Covered Entity.

8. Accountings. At Covered Entity's or HHS' request, Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI available to HHS for purposes of determining compliance with the HIPAA Regulations.

9. Permitted Uses and Disclosures. Business Associate is not authorized to use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity, provided that Business Associate may:

a. use the PHI for its proper management and administration and to carry out its legal responsibilities.

b. disclose PHI for its proper management and administration and to carry out its legal responsibilities, provided that disclosures do not violate the HIPAA Regulations.

c. use and disclose PHI to report violations of law to appropriate Federal and State authorities.

d. aggregate the PHI in its possession with the Protected Health Information of other covered entities that Business Associate has in its possession through its capacity as a business associate to other covered entities, provided that

such aggregation conforms to the requirements of the HIPAA Regulations.

e. use PHI to create de-identified information, and use such de-identified information for its own purposes, provided that the de-identification and use thereof conforms to the requirements of the HIPAA Regulations.

10. HIPAA Transaction Standards. If Business Associate conducts standard transactions (as defined in the HIPAA Regulations) for or on behalf of Covered Entity, Business Associate will comply and will require by written contract each agent or contractor (including any subcontractor) involved with the conduct of such standard transactions to comply, with each applicable requirement of the HIPAA Regulations. Business Associate will not enter into, or permit its agents or contractors (including subcontractors) to enter into, any trading partner agreement in connection with the conduct of standard transactions for or on behalf of Covered Entity that: (i) changes the definition, data condition, or use of a data element or segment in a standard transaction; (ii) adds any data elements or segments to the maximum defined data set; (iii) uses any code or data element that is marked "not used" in the standard transaction's implementation specification or is not in the standard transaction's implementation specification; or (iv) changes the meaning or intent of the standard transaction's implementation specification. Business Associate agrees to participate in any test modification conducted by Covered Entity in accordance with the HIPAA Regulations.

11. Term and Termination. This Agreement shall remain in effect until the Service Agreement is terminated or expires. Either party may terminate this Agreement and the Service Agreement effective immediately if it determines that the other party has breached a material provision of this Agreement and failed to cure such breach within thirty (30) days of being notified by the other party of the breach. If the non-breaching party determines that cure is not possible, such party may terminate this Agreement and the Service Agreement effective immediately upon written notice to other party.

12. Limitation of Liability. Business Associate's obligations under this Agreement shall be subject to any limitations of liability set forth in the Service Agreement.

13. Effect of Termination. Upon termination of this Agreement, Business Associate agrees to either return or destroy, at no cost to Covered Entity, all PHI that Business Associate still maintains in any form. Notwithstanding the foregoing, to the extent that it is not feasible to return or destroy such PHI, the terms and provisions of this Agreement shall survive termination of this Agreement, and Business Associate shall only use or disclose such PHI solely for such purpose or purposes which prevented the return or destruction of such PHI.

14. Miscellaneous. Business Associate's liability under this Agreement shall be subject to any limitations of liability set forth in any master service or end user agreement entered into between the parties in connection with Covered Entity's purchase of goods and/or services from Business Associate. Nothing in this Agreement shall be construed to create any rights or remedies in any third parties or any agency relationship between the parties. To the extent Business Associate is acting as a business associate under the HIPAA Regulations, Business Associate shall be subject to the penalty provisions specified in HITECH. Upon the effective date of any final regulation or amendment to final regulations promulgated by HHS with respect to PHI, this Agreement will be deemed to be automatically amended such that the obligations imposed on the parties remain in compliance with such regulations. The terms and conditions of this Agreement shall override and control any conflicting term or condition of any agreement between the parties with respect to the Services Agreement.

7. Attachment C - Data Processing Addendum

Submit

Click above to sign or propose changes (or to upload your own for our review)

This Data Processing Addendum including all of its Annexes (this "**Addendum**") supplements and forms part of the End User Agreement accepted by Customer on or about the date hereof (the "**Agreement**") by and between Verkada Inc. ("**Verkada**") and the Customer identified therein ("**Customer**", and together with Verkada, the "**Parties**"). All capitalized terms used but not otherwise defined herein have the respective meanings ascribed to them in the Agreement.

Verkada reserves the right to modify or update the terms of this Addendum in its discretion, the effective date of which will be the earlier of (i) 30 days from the date of such update or modification and (ii) Customer's continued use of the Products.

Customer has purchased a subscription to the Software pursuant to the Agreement that involves the Processing of Personal Data subject to Data Protection Laws.

In the provision of the Software by Verkada to Customer pursuant to the Agreement, Customer acts as Controller and Verkada acts as Processor or Service Provider with respect to the Personal Data, or, as the case may be, Customer acts as a Processor for its end user customers including such end user customers' affiliated companies (as ultimate Controllers) and Verkada will act as a sub-Processor acting on the instruction of the Customer vis-a-vis its end user customers.

The parties agree as follows:

1. **Definitions**. Unless otherwise defined in the Agreement, all capitalized terms used in this Addendum will have the meanings given to them herein or in applicable Data Protection Laws.
   "**Controller**" means the entity or Business which solely or jointly with other entities determines the purposes and means of the Processing of Personal

Data, and for the purposes of this Addendum means Customer, including when acting on behalf of its own end user customer.

"**Data Breach**" has the meaning given to it in the Data Protection Laws and for the purpose of this Addendum relates to the personal data Processed by Verkada on behalf of Customer.

"**Data Protection Laws**" means to the extent applicable to Customer's use of the Software, all applicable data protection and privacy laws, their implementing regulations, regulatory guidance, and secondary legislation, each as updated or replaced from time to time, including, as they may apply: (i) the General Data Protection Regulation ((EU) 2016/679) (the "**GDPR**") and any applicable national implementing laws; (ii) the UK General Data Protection Regulation ("**UK GDPR**") and the UK Data Protection Act 2018; (iii) U.S. legislation (e.g., the California Consumer Privacy Act and the California Privacy Rights Act); and (iv) any other laws that may be applicable.

"**Data Subject**" means the identified or identifiable person to whom the Personal Data relates, as defined in applicable Data Protection Laws.

"**EEA**" means the European Economic Area.

"**EU Standard Contractual Clauses**" or "**EU SCCs**" or "**Clauses**" means the standard data protection clauses for the transfer of Personal Data to processors established in third countries, as described in Article 46 of the EU GDPR pursuant to the European Commission's decision (C(2010)593) of 5 February 2010 on Standard Contractual Clauses, as approved by the European Commission in the European Commission's Implementing Decision 2021/914/EU of 4 June 2021, as each may be amended, updated, or replaced from time to time.

"**Personal Data**" has the meaning given to it in the Data Protection Laws, and for the purpose of this Addendum relates to the personal data Processed by Verkada on behalf of Customer as described in Section 3.

"**Processing**" has the meaning given to it in the Data Protection Laws and

"process", "processes" and "processed" will be construed accordingly. "**Processor**" means the entity or Service Provider which Processes Personal Data on behalf of the Controller, as defined in applicable Data Protection Laws and for the purposes of this Addendum means Verkada.

2. **Compliance with Laws**. Each party will comply with the Data Protection Laws as applicable to it. In particular, Customer will comply with its obligations as Controller (or on behalf of Controller), and Verkada will comply with its obligations as Processor.

3. **Data Processing**.

    a. Roles of the Parties. The Parties acknowledge and agree that with regard to the Processing of Personal Data, where such terms are used by applicable Data Protection Laws, (i) the Customer is the Controller, (ii) Verkada is the Processor or Service Provider and that (iii) the Processor may engage sub-Processors or other Service Providers pursuant to the requirements set forth in Section 10 below.

    b. Customer Obligations.

        i. Customer (as Controller or on behalf of the ultimate Controller) undertakes that all instructions for the Processing of Personal Data under the Agreement or this Addendum or as otherwise agreed will comply with the Data Protection Laws, and such instructions will not in any way cause Verkada to be in breach of any Data Protection Laws.

        ii. The Customer will have sole responsibility for the means by which the Customer acquired the Personal Data.

    c. Verkada's Processing of Personal Data.

        i. Verkada will Process Personal Data only in accordance with

Customer's (i) instructions as outlined in the Agreement and this Addendum or (ii) as otherwise documented by Customer, in either event only as permitted by applicable Data Protection Laws and for purpose of providing the Products to Customer in accordance with the terms of the Agreement.

ii. Unless prohibited by applicable law, Verkada will notify Customer if, in its opinion, an instruction infringes any Data Protection Law to which it is subject, in which case Verkada will be entitled to suspend performance of such instruction without any kind of liability towards the Customer, until Customer confirms in writing that such instruction is valid under such Data Protection Law. Any additional instructions regarding the manner in which Verkada Processes the Personal Data will require prior written agreement between Verkada and Customer.

iii. Verkada will not be liable in the event of any claim brought by a third party, including, without limitation, a Data Subject, arising from any act or omission of the Processor, to the extent that such act or omission is a result of the Customer's instructions.

iv. Verkada will not disclose Personal Data to any government, except as necessary to comply with applicable law or a valid and binding order of a law enforcement agency (such as a subpoena or court order). If Verkada receives a binding order from a law enforcement agency for Personal Data, Verkada will notify Customer of the request it has received so long as Verkada is not legally prohibited from doing so.

v. Where Verkada acts as Customer's Service Provider, Verkada

shall not: (i) sell Personal Data; (ii) collect, retain, use, or disclose Personal Data (a) for any purpose other than providing the Products specified in the Agreement and this Addendum or (b) outside of the direct business relationship between Verkada and Customer; or (iii) combine this Personal Data with Personal Data that Processor obtains from other sources except as permitted by applicable Data Protection Laws. Verkada certifies that it understands the prohibitions outlined in this Section 3(c)(v) and will comply with them.

vi. Verkada will take reasonable steps to ensure that individuals with access to or involved in the Processing of Personal Data are subject to appropriate confidentiality obligations and/or are bound by related obligations under Data Protection Laws or other applicable laws.

d. The duration of the Processing, the nature and specific purposes of the Processing, the types of Personal Data Processed, and categories of Data Subjects under this Addendum are further specified in the Annexes to this Addendum and, on a more general level, in the Agreement.

4. **Transfers of Personal Data**. Verkada shall transfer Personal Data between jurisdictions as a Data Processor in accordance with applicable Data Protection Laws, including as relevant provisions of this Section 4.

a. Transfers of Personal Data Outside the EEA.

i. Transfers to countries that offer adequate level of data protection. Personal Data may be transferred from EEA to other jurisdictions where such jurisdictions are deemed to

provide an adequate level of data protection under applicable Data Protection Laws.

ii. Transfers to other third countries. If the Processing of Personal Data includes transfers from EEA/EU Member States to countries outside the EEA/EU which have not been deemed adequate under applicable Data Protection Laws, the parties' EU Standard Contractual Clauses are hereby incorporated into and form part of this Addendum. The Parties agree to include the optional Clause 7 (Docking clause) to the EU SCCs incorporated into this Addendum. With regards to clauses 8 to 18 of the EU SCCs, the different modules and options will apply as follows:

    i. Module Two shall apply.

    ii. The Option within Clause 11(a) of the EU SCCs, providing for the optional use of an independent dispute resolution body, is not selected.

    iii. The Options and information required for Clauses 17 and 18 of the EU SCCs, covering governing law and jurisdiction, are outlined in Section 13 of this Addendum.

    iv. Option 2 within Clause 9(a) of the EU SCCs, covering authorization for sub-processors, is selected, as discussed within Section 10 of this Addendum.

b. Transfers of Personal Data Outside Switzerland. If Personal Data is transferred from Switzerland in a manner that would trigger obligations under the Federal Act on Data Protection of Switzerland ("**FADP**"), the EU SCCs shall apply to such transfers and shall be

deemed to be modified in a manner to that incorporates relevant references and definitions that would render such EU SCCs an adequate tool for such transfers under the FADP.

c. Transfers of Personal Data Outside the UK. If Personal Data is transferred in a manner that would trigger obligations under UK GDPR, the parties agree that **Annex IV** shall apply.

d. Annexes. This Addendum and its Annexes, together with the Agreement, including as relevant applicable Clauses, serve as a binding contract that sets out the subject matter, duration, nature, and purpose of the Processing, the type of Personal Data and categories of data subjects as well as the obligations and rights of the Controller. Verkada may execute relevant contractual addenda, including as relevant the EU SCCs (Module 3) with any relevant Subprocessor (as hereinafter defined, including Affiliates). Unless Verkada notifies Customer to the contrary, if the European Commission subsequently amends the EU SCCs at a later date, such amended terms will supersede and replace any EU SCCs executed between the parties.

e. Alternative Data Export Solution. The parties agree that the data export solutions identified in this Section 4 will not apply if and to the extent that Customer adopts an alternative data export solution for the lawful transfer of Personal Data (as recognized under applicable Data Protection Laws), in which event, Customer shall reasonably cooperate with Verkada to implement such solution and such alternative data export solution will apply instead (but solely to the extent such alternative data export solution extends to the territories to which Personal Data is transferred under this Addendum).

f. Customer shall be responsible for obligations corresponding to Data

Controllers under Data Protection Laws

5. **Technical and Organizational Measures**. Verkada will implement appropriate technical and organizational measures to ensure a level of security of Personal Data appropriate to the risk, as further described in **Annex II** to this Addendum. In assessing the appropriate level of security, Verkada will take into account the risks that are presented by Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise Processed.

6. **Data Subjects rights**. Verkada will assist Customer in responding to Data Subjects' requests exercising their rights under the Data Protection Laws. To that effect, Verkada will (i) to the extent permitted by applicable law, promptly notify Customer of any request received directly from Data Subjects to access, correct or delete its Personal Data without responding to that request, and (ii) upon written request from Customer, provide Customer with information that Verkada has available to reasonably assist Customer in fulfilling its obligations to respond to Data Subjects exercising their rights under the Data Protection Laws.

7. **Data Protection Impact Assessments**. If Customer is required under the Data Protection Laws to conduct a Data Protection Impact Assessment, then upon written request from Customer, Verkada will use commercially reasonable efforts to assist in the fulfilment of Customer's obligation as related to its use of the Products, to the extent Customer does not otherwise have access to the relevant information. If required under Data Protection Laws, Verkada will provide reasonable assistance to Customer in the cooperation or prior consultation with Data Protection Authorities in relation to any applicable Data Protection Impact Assessment.

8. **Audit of Technical and Organizational Measures.** Verkada will make available all information necessary to demonstrate its compliance with data protection

policies and procedures implemented as part of the Products. To this end, upon written request (not more than once annually) Customer may, at its sole cost and expense, verify Verkada's compliance with its data protection obligations as specified in this Addendum by: (i) submitting a security assessment questionnaire to Verkada; and (ii) if Customer is not satisfied with Verkada's responses to the questionnaire, then Customer may conduct an audit in the form of meetings with Verkada's information security experts upon a mutually agreeable date. Such interviews will be conducted with a minimum of disruption to Verkada's normal business operations and subject always to Verkada's agreement on scope and timings. Such audit will be performed during normal business hours, in such a manner as not to unreasonably disrupt normal business operations, and in no event will take place over the course of more than two business days. The Customer may perform the verification described above by itself or through a mutually agreed upon third party auditor, so long as Customer or its authorized auditor executes a mutually agreed upon non-disclosure agreement. Customer will be responsible for any actions taken by its authorized auditor. All information disclosed by Verkada under this Section 8 will be deemed Verkada's Confidential Information, and Customer will not disclose any audit report to any third party except as obligated by law, court order or administrative order by a government agency. Verkada will remediate any mutually agreed, material deficiencies in its technical and organizational measures identified by the audit procedures described in this Section 8 within a mutually agreeable timeframe.

9. **Breach notification.** If Verkada becomes aware of a Data Breach, then Verkada will notify the Customer without undue delay after becoming aware of such Data Breach, will co-operate with the Customer, and will take commercially reasonable steps to investigate, mitigate, and remediate such

Data Breach. Verkada will provide all reasonably required support and cooperation necessary to enable Customer to comply with its legal obligations pursuant applicable Data Protection Laws.

10. **Sub-processing.**

    a. Customer agrees that Verkada may engage either Verkada affiliated companies or third-party providers as sub-Processors under the Agreement and this Addendum ("**Subprocessors**") and hereby authorizes Verkada to engage such Subprocessors in providing the Products to Customer. Verkada will restrict the Processing activities performed by Subprocessors to only what is necessary to provide the Products to Customer pursuant to the Agreement and this Addendum. Verkada will impose appropriate contractual obligations in writing upon the Subprocessors that are no less protective than this Addendum.

    b. Verkada maintains an updated list of all Subprocessors used by Verkada which is available upon written request. Verkada may amend the list of Subprocessors by adding or replacing Subprocessors at any time. Customer will be entitled to object to a new Subprocessor by notifying Verkada in writing the reasons of its objection. Verkada will work in good faith to address Customer's objections. If Verkada is unable or unwilling to adequately address Customer's objections to Customer's reasonable satisfaction, then Customer may terminate this Addendum and the Agreement in accordance with Section 6.2 of the Agreement.

11. **Return or Deletion of Personal Data**. Verkada will delete or return, in Customer's discretion, Personal Data within a reasonable period of time following the termination or expiration of the Agreement following written request from Customer unless otherwise required by applicable Data

Protection Laws.

12. **Termination**. This Addendum shall automatically terminate upon the termination or expiration of the Agreement. Sections 3(b), 3(c)(iii), and 14 of this Addendum shall survive the termination or expiration of this Addendum for any reason. This Addendum cannot, in principle, be terminated separately to the Agreement, except where the Processing ends before the termination of the Agreement, in which case, this Addendum shall automatically terminate.

13. **Governing Law**. This Addendum shall be governed by and construed in accordance with governing law and jurisdiction provisions in the Agreement, unless required otherwise by applicable Data Protection Laws. For the purposes of Clauses 17 and 18 of the EU SCCs, where applicable, to the extent that the governing law and jurisdiction provisions in the Agreement do not meet the requirements of the EU SCCs, the parties select Option 2 of Clause 17, and agree that the EU SCCs shall be governed by the law of the EU Member State in which the data exporter is established; where such law does not allow for third-party beneficiary rights, the EU SCCs shall be governed by the laws of the country of Ireland. Pursuant to Clause 18, any dispute between the Parties arising from the EU SCCs shall be resolved by the courts of Ireland, and the Parties submit themselves to such jurisdiction. For the purposes of Clause 13 of the GDPR, the Supervisory Authority shall be the data exporter's applicable Supervisory Authority. Data exporter shall notify data importer of the applicable Supervisory Authority by email at legal-notice@verkada.com and shall provide any necessary updates without undue delay.

14. **Entire Agreement; Conflict**. Except as amended by this Addendum, the Agreement will remain in full force and effect. If there is a conflict between the Agreement and this Addendum as to the subject matter herein, the terms of this Addendum will control.

ANNEX I

A. LIST OF PARTIES

Data exporter(s):

Name: The Customer named in the Agreement

Address: The address of the Customer's corporate headquarters

Contact person's name, position and contact details: The primary administrative contact listed in the Hosted Software.

Activities relevant to the data transferred under these Clauses: Purchase of subscription and use of Software under the Agreement

Role (controller/processor): Controller

Data importer(s):

Name: Verkada Inc.

Address: 406 E. 3rd Ave, San Mateo, CA 94401, USA

Contact details Elizabeth Davies, CPO, privacy@verkada.com

Activities relevant to the data transferred under these Clauses: Processing of personal data to provide Products as set forth in the Agreement

Role (controller/processor): Processor

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred:

Individuals who may appear in the video footage captured by Data Exporter's security cameras and individuals authorized by Data Exporter to use the Software on behalf of Data Exporter or individuals whose personal data the Data Exporter chooses to provide.

Categories of personal data transferred:

•Audio and video data to provide the Services and Products,

•Contact information, including names, emails and phone number(s), and

•Personal Data that the Controller chooses to provide at its own direction

Note: Data Importer does not process sensitive data except at the direction of or as permitted by Data Exporter.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):

Continuous basis during the Term of the Agreement

Nature of the processing:

As specified under the Agreement (i.e., enterprise Software-as-a-Service platform for physical security)

Purpose(s) of the data transfer and further processing:

For the provision of the specific business purpose and services/Products under the Agreement

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:

During the term of the Agreement and as provided therein.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:

During the Term of the Agreement for the purpose of providing the services/Products.

c. ***COMPETENT SUPERVISORY AUTHORITY***

The competent supervisory authority/ies applicable to Data Exporter as notified to Data Importer in accordance with Section 13(a) of the Addendum.

ANNEX II – TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Data Importer (also referred to as Verkada below) has taken and will maintain appropriate administrative, technical, physical and procedural security measures, for the protection of the Personal Data, with such measures located here:

https://www.verkada.com/trust/security-controls/

ANNEX III – LIST OF SUB-PROCESSORS

To view Data Importer's list of sub-processors, please submit your request at: https://my.pima.app/p/verkada/verkada-subprocessors

ANNEX IV

UK ADDENDUM TO EU STANDARD CONTRACTUAL CLAUSES

PART 1: TABLES

Table 1: Parties

Start date	**Effective the date of the execution of the Addendum**	
The Parties	**Exporter (who sends the Restricted Transfer)** **As listed in Annex I**	**Importer (who receives the Restricted Transfer)** **As listed in Annex I**
Parties' Details	**As listed in Annex I**	**As listed in Annex I**
Key Contacts	**As listed in Annex I**	**As listed in Annex I**

Table 2: Selected SCCs, Modules and Selected Clauses

"Addendum EU SCCs"	**The version of the approved EU SCCs agreed to in the Addendum to which this UK Addendum is appended to, including the Appendix Information.**

Table 3: Appendix Information

"Appendix Information" means the information which must be provided for the selected modules as set out in the Appendix of the Approved SCCs (other than the Parties), and which for this UK Addendum is set out in:

Annex 1A: List of Parties: See Annex I
Annex 1B: Description of Transfer: Annex I
Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data: Annex II
Annex III: List of Sub processors: Annex III

Table 4: Ending this Addendum when the Approved Addendum Changes

Ending this Addendum when the Approved Addendum changes	**Which Parties may end this Addendum:** **☐ Importer**

	☐ Exporter ☐ neither Party

PART 2: MANDATORY CLAUSES

"Mandatory Clauses"	Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses.

This Service Level Agreement is incorporated by reference into the Terms of Sale between Verkada Inc. ("**Verkada**") and the customer (the "**Company**") named therein (the "**Agreement**"). All capitalized terms used but not otherwise defined herein have the respective meanings ascribed to them in the Agreement

Service Levels

Verkada will use commercially reasonable efforts to make the Platform available 99.99% or more of the time during any calendar month. Subject to the exclusions set forth below, an outage will be defined as any time when the Platform is not available due to a cause within the control of Verkada. The availability standard does not apply to any feature of the Platform that Verkada identifies as a "beta" feature or service.

Service Credits

If Verkada fails to achieve the availability percentage above, Company will be eligible to receive a credit ("**Service Credit**") calculated as a certain number of days added to the end of Company's paid Subscription Period. The Service Credits increase is based on the amount of aggregate outage as set forth below.

Service Availability	Service Credit
Less than 99.99%	3 days
Less than 99.9%	7 days
Less than 99%	15 days
Less than 90%	30 days

Service Credits are non-transferable. To receive a Service Credit, Company must

contact Verkada in writing within 30 days following the outage and demonstrate to Verkada's reasonable satisfaction that Company's use of the Platform was adversely affected as a result of the outage.

Exclusions

Verkada does not include in its calculation of downtime any time the Platform is not provided due to:

- Planned maintenance windows where notice of planned unavailability has been given, via the Platform, at least two business days prior to the outage, unless in the case of emergency changes;
- Force Majeure Events;
- Actions or inactions on Company's part;
- Events arising from Company's systems or any Company websites;
- ISP or Internet outages outside of Verkada's control; or
- Outages reasonably deemed necessary by Verkada.

Sole Remedy

Notwithstanding any terms to the contrary in the Terms of Sale, the Service Credits are Company's sole and exclusive remedy for any outage of the Platform.

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Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Caleb Augustin, as an authorized representative of

Verkada Inc, a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

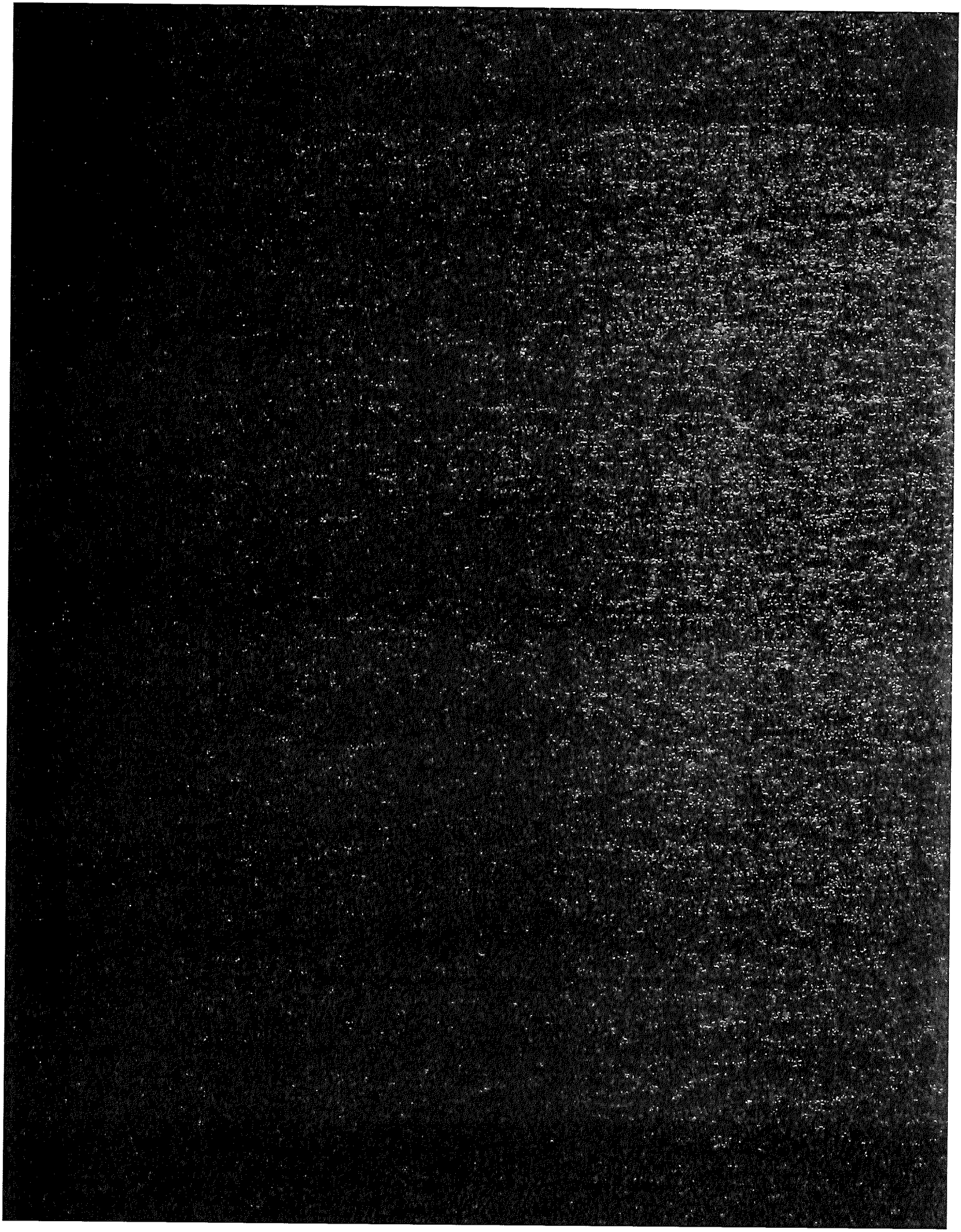
I swear and affirm that the above is true and correct.

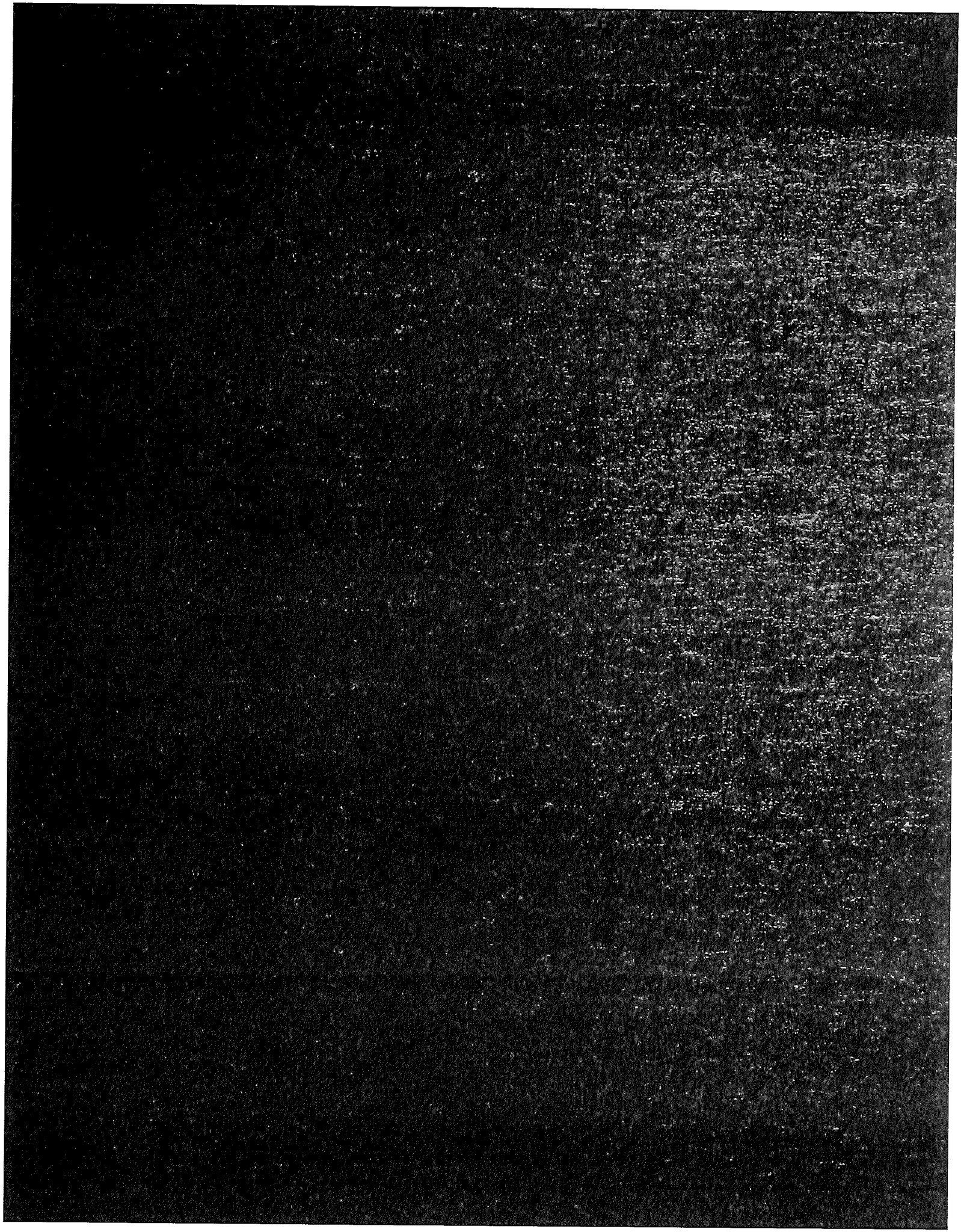
Signed by:
Caleb Augustin
4571F72A132E4F6...

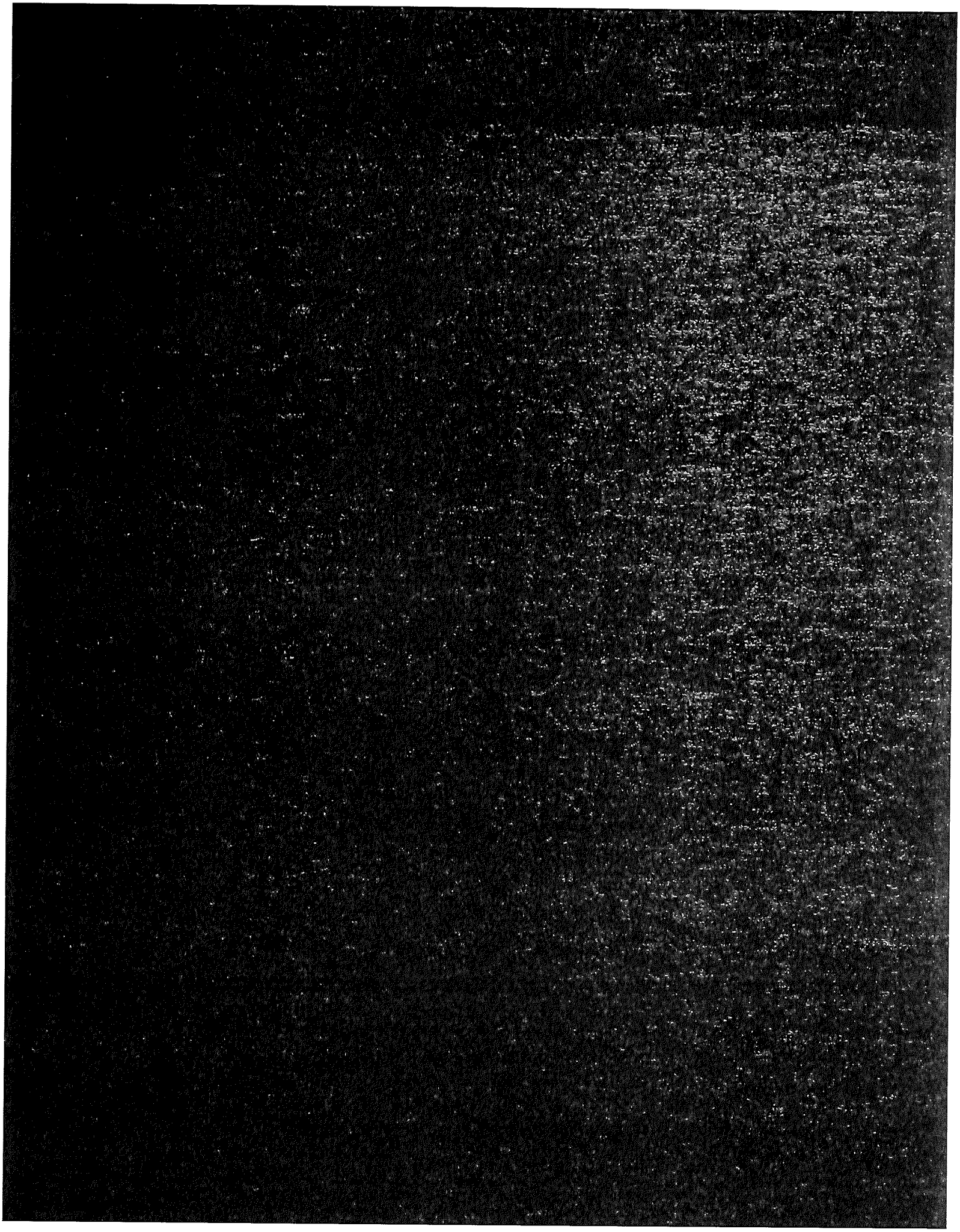
Signature of Named Authorized Company Representative

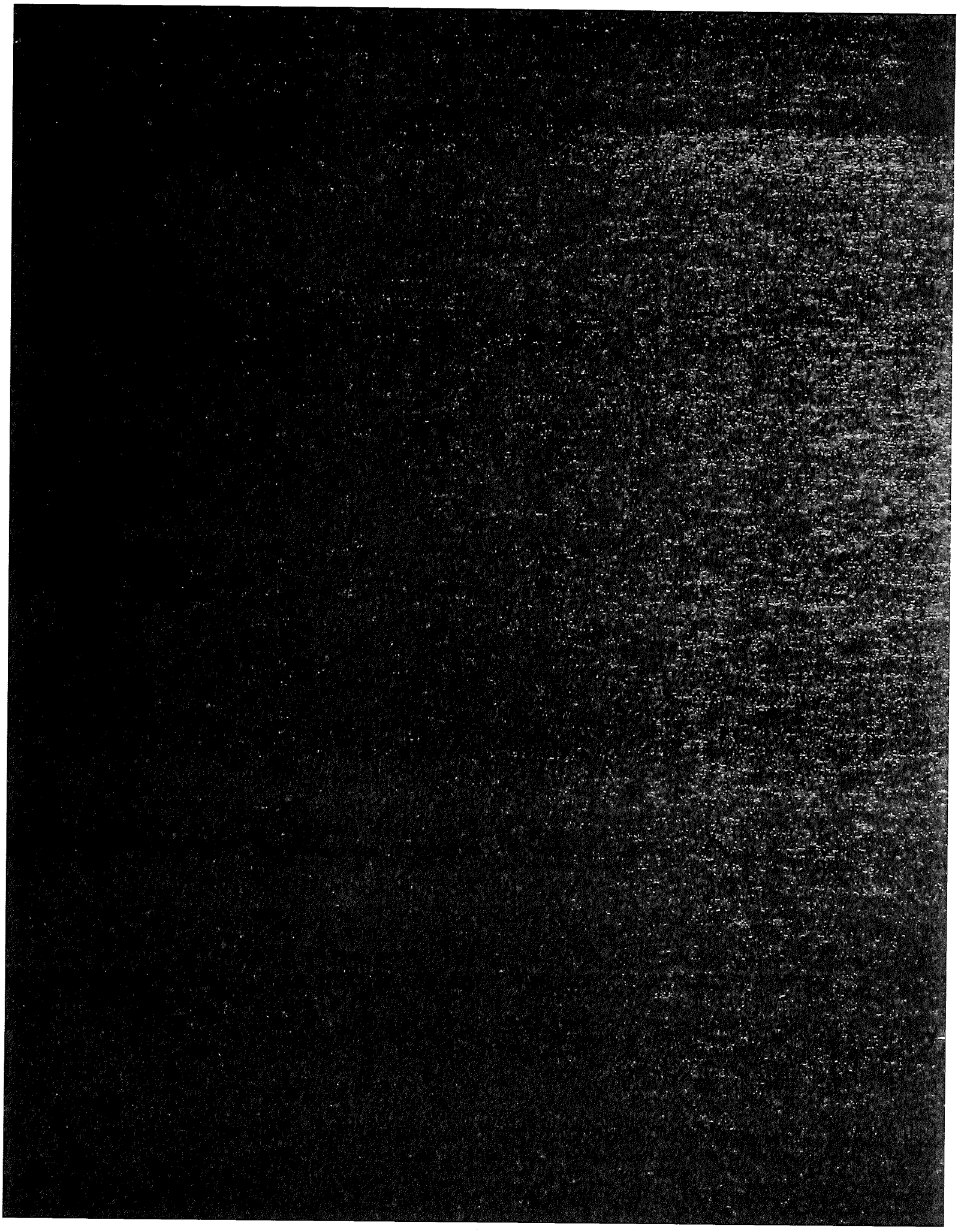
11/18/2024

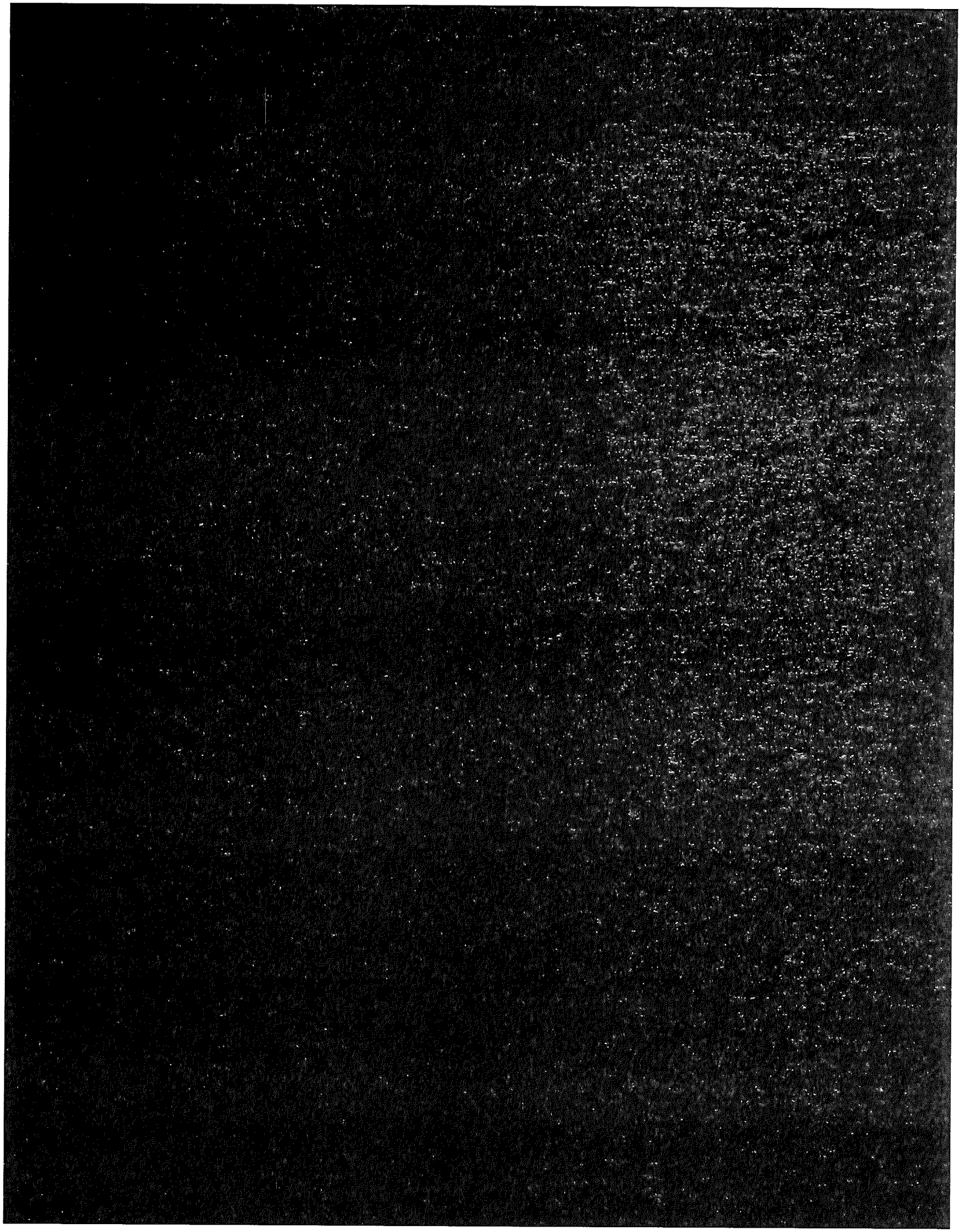
Date

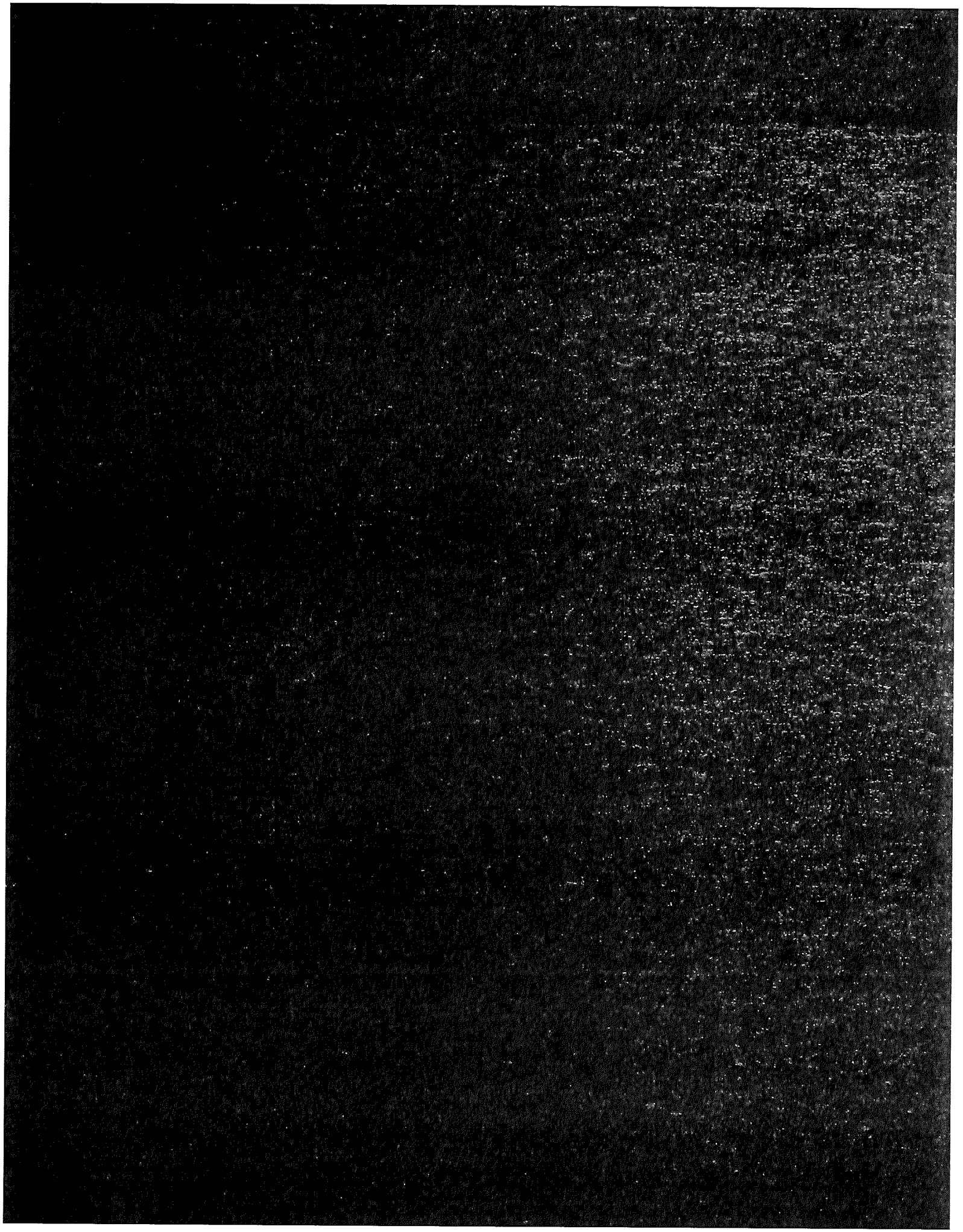












This attachment is executed in good faith, provided that in the event Verkada is awarded this opportunity, the parties will negotiate in good faith and execute a mutually agreeable contract.

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

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(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES [Initial: ct] Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES [Initial: ct] Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES N/A as this is not a construction contract Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror
N/A as this is not a construction contract

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror
N/A as this is not a construction contract

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror
N/A as Verkada is providing off the shelf hardware and SaaS only.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES [ct] _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES [ct] _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

Version June 26, 2024

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

Does offeror agree? YES [ct] _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES [ct] _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: ☐

OR

Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Check for YES: ☐ Most of Verkada's products and services are exempt, because they are commerical electronics or information technology that is a commercial product. Will comply where applicable.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: ☐

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐ Most of Verkada's products and services are exempt, because they are commercial electronics or information technology that is a commercial product

Does offeror agree? YES [cl] _____ Initials of Authorized Representative of offeror

Offeror's Name: Verkada Inc
Address, City, State, and Zip Code: 406 E 3rd Ave. San Mateo, CA 94401
Phone Number: 801-793-2634
Fax Number: _____

Printed Name and Title of Authorized Representative: Caleb Augustin, Director of Global Channel
Email Address: caleb.augustin@verkada.com
Signature of Authorized Representative: [Caleb Augustin] _____
Date: 11/18/2024

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

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

Does offeror agree? YES [cl] _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

Does offeror agree? YES [cl] _____ Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES [cl] _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further

acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Verkada Inc

Address, City, State, and Zip Code:
406 E 3rd Ave. San Mateo, CA 94401

Phone Number: 801-793-2634 Fax Number:

Printed Name and Title of Authorized Representative:
Caleb Augustin, Director of Global Channel

Email Address: caleb.augustin@verkada.com

Signature of Authorized Representative: Signed by: Caleb Augustin Date: 11/18/2024

Version June 26, 2024

Docusign Envelope ID: F503A304-711D-46D8-8A83-7B285AA86658

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability
This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations
For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract,

loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the

applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in suchworkweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of

$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act

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as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

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

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

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

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative

agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000,

subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal

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entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Verkada Inc, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signed by:
Caleb Augustin

Signature of Contractor's Authorized Official

Caleb Augustin, Director of Global Channel

Name and Title of Contractor's Authorized Official

11/18/2024

Date

Version June 26, 2024

11. PROCUREMENT OF RECOVERED MATERIALS

N/A as Verkada is providing off the shelf hardware and SaaS only.

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds
$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   1. Competitively within a timeframe providing for compliance with the contract performance schedule;
   2. Meeting contract performance requirements; or
   3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. **DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Verkada Inc

Address, City, State, and Zip Code:
406 E 3rd Ave, San Mateo, CA 94401

Phone Number: 801-793-2634 Fax Number: _____

Printed Name and Title of Authorized Representative:
Caleb Augustin, Director of Global Channel

Email Address: caleb.augustin@verkada.com

Signature of Authorized Representative: Signed by Caleb Augustin

Date: 11/18/2024

Verkada affirms its full intent to conduct business in the State of New Jersey under this master agreement and will complete Exhibit G promptly upon award.

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Disclosure of Investment Activities in Iran

DOC #7 Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

DOC #8 New Jersey Business Registration Certificate

DOC #9 EEOAA Evidence

DOC #10 MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

DOC #2

Version June 26, 2024

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____of
full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____
_____relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me this day _____
Signature

_____, 2____

_____
(Type or print name of affiant under signature)

_____
Notary public of

My Commission expires _____

(Seal)

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

_____ _____

Date ***Authorized Signature and Title***

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P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

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C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature _____ Printed Name _____ Title _____

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

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List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.

(Notary Public)

My Commission expires:

_____
(Affiant)

_____
(Print name & title of affiant)

(Corporate Seal)

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DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____
_____
_____
_____
_____
Duration of Engagement _____
Anticipated Cessation Date _____
**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

_____ _____
Signature Date

_____
Print Name and Title

DPP Rev. 12.13.2021

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor"[i]) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

○ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

○ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

○ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

_____

_____

_____

_____

_____

_____

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

Version June 26, 2024

DOC #8

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

DOC #9

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: _____ Title: _____

Signature: _____ Date: _____

DOC #10
MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☐ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

_____ _____
Signature Date

_____
Print Name and Title

Verkada

One Platform to Simplify School Security

Today, many schools are investing in modern security technology to create safer learning environments. Verkada is a fully integrated hardware and software solution that combines intelligent devices with an easy-to-use platform, making it simple to protect staff and students at scale.

Protect your campus perimeter

Speed up response

Improve reliability and minimize costs

Key benefits

Lockdown doors in seconds

Lockdown doors from a panic button, web browser or mobile app while still allowing first responders access.

Monitor from anywhere

Find, save, and share footage on-the-go. Plus, share live camera feeds with local authorities in seconds.

Detect vaping and bullying

Leverage sensor technology to detect smoking, vaping, and elevated noise levels in bathrooms and locker rooms.

Prevent unauthorized visitors

Conduct security screens with cloud-based visitor management that integrates with cameras and access control.

Proactively deter threats

Set proactive alerts for Motion, Vehicles, or People of Interest to be notified of intruders or suspicious after-hours activity.

Secure facilities with ease

Set door schedules around school hours and provision staff with role-based access to privileged areas.

Customer stories

Newtown Public School District

Newtown Public School District

"It's incredible that our team now has this powerful resource to see, share and respond to events in real-time."

Mark Pompano,
Director of Security

Chartwell School

"The sensors were up for three days before I received my first text alert. When vape smoke is detected we have immediate video context into the situation."

John Langrill,
Director of Information Technology and Campus Management

ANDREWS

Andrew Independent School District

"In an emergency scenario, we can lockdown the campus directly from the mobile app to secure the entire campus in seconds."

Dennis Haynie,
Executive Director of Technology

Enhance Public Safety while Protecting Privacy

With Verkada's cloud-based security platform, government organizations are modernizing the way they manage security across public areas and their facilities. Learn how Verkada's powerful solution makes it simple to protect citizens and critical infrastructure from a centralized platform.

Protect citizens and privacy

Reduce overhead costs

Speed up investigations

Key benefits

Preserve privacy
Enable privacy features such as face blur and privacy regions, or monitor system usage with audit logs.

Monitor sites from anywhere
Find, save and share footage on-the-go. Plus, share live camera feeds with local authorities in seconds.

Control building access
Set door schedules around working hours and provision staff with role-based access to restricted areas.

Respond proactively to threats
Receive alerts for meaningful events, including the presence of vehicles or people of interest.

Secure high-crime or remote areas
Use video-verified intrusion detection and eliminate false alarms. Deploy Cradlepoint cameras for remote areas.

Lockdown doors in seconds
Lockdown doors from a panic button, web browser or mobile app while still allowing first responders access.

Customer stories

City of Las Vegas
"One simple, easy-to-use application made all the difference."

Michael Sherwood,
Chief Innovation Officer

City of Arlington
"We now manage all our physical security on one platform."

Jonathan Ventura,
Chief of Police

City of Edinburg
"My advice to others is: it's worth the switch from traditional to hybrid cloud."

Daniel Vera,
Director of IT

One Platform to Simplify Campus Safety

With the sheer size of many higher education institutions, physical security is an ongoing challenge that staff and administrators face. By bringing physical security to one easy-to-use platform, Verkada makes it simple to secure throughout campus grounds and automate emergency response.

Protect your campus perimeter

Speed up response

Improve reliability and minimize costs

Key benefits

Lockdown doors in seconds

Lockdown doors from a panic button, web browser, or mobile app, while still allowing first responders access.

Monitor campuses from anywhere

Find, save and share footage on-the-go. Plus, share live camera feeds with local authorities in seconds.

Detect vaping and hazing

Leverage integrated sensor technology to detect smoking, vaping and elevated noise levels in dorms, bathrooms and locker rooms.

Reduce administrative overhead

Automate manual tasks with visitor and delivery management software that pairs seamlessly with video security.

Proactively deter threats

Set proactive alerts for Motion, Vehicles, or People of Interest to be notified of intruders or suspicious afterhours activity.

Secure campus facilities

Set door schedules around class and office hours, along with site and role-based access to privileged areas.

Customer stories

Bath Spa University

"I'm able to do everything, end-to-end, from wherever I am."

Andy Williams,
Head of Facilities and Services

Greenfield Community College

"Verkada had everything I was looking for: centralized control, cloud-based, no servers required, and intuitive."

Alex Wiltz,
Director of Public Safety, Chief of Police and Emergency Management Coordinator

Pasadena City College

"I can open a browser or app and secure everything from my phone."

Matthew Camara,
Assistant Director of Technical Services

1.0 Scope of National Cooperative Contract

1.1 Requirement
Acknowledged

1.2 Marketing, Sales and Administrative Support
Acknowledged

1.3 Estimated Volume
Acknowledged

1.4 Award Basis
Acknowledged

1.5 Objectives of Cooperative Program
Acknowledged

2.0 REPRESENTATIONS AND COVENANTS

2.1 Corporate Commitment
Acknowledged and Agree

2.2 Pricing Commitment
We acknowledge the pricing commitment outlined in Section 2.2. Under this Master Agreement, authorized resellers are required to adhere to our bid pricing as outlined in Products and Pricing Attachment #1.

However, please note that Verkada's pricing in the open market is ultimately dictated by our resellers. While we strive to ensure competitive pricing, any adjustments or lower pricing through other cooperative contracts would be determined by our resellers.

2.3 Sales Commitment
We acknowledge these terms and will ensure that our sales force is trained, engaged, and various stakeholders are focused on marketing and promoting the Master Agreement to Public Agencies nationwide through OMNIA Partners.

We also confirm our commitment to accurately and promptly report all Master Agreement sales in compliance with the OMNIA Partners Administration Agreement.

Please note that the Executive Sales and Channel Support Letter and endorsements, further confirming the commitment from our direct sales leaders, have been included as attachments to our proposal for your review.

3.0 SUPPLIER RESPONSE

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

Verkada was founded in 2016 by Filip Kaliszan and co-founders James Ren, Benjamin Bercovitz, and Hans Robertson. The company is headquartered in San Mateo, California, with additional offices in Texas, Utah, Florida, Arizona, Pennsylvania, and New York. Internationally, Verkada operates in the United Kingdom, Poland, Mexico, Australia, Taiwan, Japan, South Korea, and Singapore. Today, Verkada is a leading physical security platform, providing integrated cloud based solutions such as video security cameras, access control, environmental sensors, alarms, visitor management, and mailroom management. Verkada recently secured $305M in Series D funding, bringing its valuation to $3.2B double its valuation from two years ago. Despite a challenging market, Verkada's strong growth and investor confidence demonstrate the company's ongoing success and expansion. Verkada protects over 20,000 organizations worldwide, modernizing physical security with scalable, easy to manage solutions.

B. Total number and location of salespersons employed by Supplier.

[redacted]

C. Number and location of support centers (if applicable) and location of corporate Office.

U.S. Locations:

California (Global HQ)
406 E. 3rd Avenue
San Mateo, CA 94401
Phone: +1 (650) 514-2500

Texas
200 W. Cesar Chavez Street, Suite 350
Austin, TX 78701
Phone: +1 (737) 932-8950

Utah
1215 Wilmington Avenue, Suite 200
Salt Lake City, UT 84106
Phone: +1 (385) 563-1950

Florida
200 Central Avenue, Suite 900
St. Petersburg, FL 33701
Phone: +1 (813) 939-7550

Arizona
410 North Scottsdale Road, Suite 1400
Tempe, AZ 85288
Phone: +1 (623) 304-1200

Pennsylvania
1100 Ludlow Street, 7th Floor
Philadelphia, PA 19107
Phone: +1 (445) 214-0900

New York
250 Park Ave South, Suite 900
New York, NY 10003
Phone: +1 (212) 715-1100

International Locations:

United Kingdom (Europe, Middle East, Africa HQ)
17th Floor, The Tower, The Bower
207 Old Street
London EC1V 9NR
United Kingdom
Phone: +44 (0) 20-3048-6050

Mexico and Latin America
C. Montes Urales 424, Office No. 03B-128
Lomas - Virreyes, Lomas de Chapultepec V
Secc., Miguel Hidalgo
Ciudad de México, CDMX 11000
Mexico
Phone: +52 (0) 55-9990-8275

Australia (Asia Pacific HQ)
1 Castlereagh Street, Level 21
Sydney, NSW
Australia
Phone: +61 (0) 2-7259-9300

Poland
LOFTMILL, ul. Jana Dekerta 24, Office No. D3
30 – 703 Kraków
Poland
Phone: +31 (0) 20-259-5249

Taiwan
Office No. 15-102, No. 97, Songren Road
Xinyi District
Taipei City, 110
Taiwan

Japan
1-17-4 Shibuya, Shibuya-ku, 9th Floor
Tokyo 150-0002
Japan
Phone: +81 (0) 50-5497-7800

South Korea
Office No. 13-130, 507 Teheran-ro, Gangnam-gu
Seoul, 06168
Republic of Korea
Phone: +82 (0) 30-864-0150

Singapore
9 Battery Road, Office 27-101
Singapore 049910
Phone: +65 6371-9700

D. Annual sales for the three previous fiscal years.

[redacted]

a. Submit FEIN and Dunn & Bradstreet report.
FEIN and Dunn & Bradstreet numbers are attached for reference. Formal reports are available upon request.

E. Describe any green or environmental initiatives or policies.
Verkada is dedicated to reducing its environmental impact through both immediate actions and long-term commitments:

Immediate Commitments:

- Measuring our carbon footprint using an environmental management system.
- Establishing sustainability practices with our vendors and suppliers.
- Implementing a recycling program for used Verkada hardware.

Long-Term Commitment:

- Achieving Net Zero emissions by 2045.

These initiatives reflect Verkada's dedication to environmental responsibility and sustainable growth.

Please refer to Verkada's 2024 Impact Report for further information.
https://docs.verkada.com/docs/2024-Impact-Report.pdf

F. Describe any diversity programs or partners supplier does business with and how

Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their Certifications.
Verkada does not have a formalized reseller diversity program today. However, with our broad network of reseller partners, participating agencies have a wide variety of diverse partners they can select to align with their specific requirements.

Pricing remains consistent regardless of the diversity program or partner selected, as pricing under the Master Agreement is standardized for all transactions.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:
N/A

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identifying if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agencies.
Where applicable, Verkada's reseller partners may engage certified minority-owned subcontractors to meet specific requirements or preferences.

I. Describe how supplier differentiates itself from its competitors.
At Verkada, we're highly regarded for our innovative approach to building management, offering cloud-based solutions that seamlessly integrate with modern technology. Known for our user-friendly interface, we make security management easy and accessible, even for those with minimal technical expertise. Our use of cutting edge AI and machine learning enhances video surveillance with smart analytics like motion detection and person recognition, setting us apart as a leader in innovation. These devices continuously receive updates and improvements without the need for new hardware, ensuring our customers always have access to the latest features. Our systems are praised for their scalability, allowing businesses of all sizes to effortlessly expand and manage their security needs. We deliver a forward-thinking solution that prioritizes user experience and security, making Verkada a standout in the industry.

J. Describe any present or past litigation, bankruptcy or reorganization involving Supplier.

Verkada is not subject to any final litigation or investigations that would materially impact the delivery of our products. Should Region 4 require further details, we can provide them upon request.

K. Felony Conviction Notice:

Person/owner IS NOT a convicted felon

L. Describe any debarment or suspension actions taken against supplier

N/A

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Products:

Cameras:

Verkada's cameras combine advanced AI capabilities with a sleek design, offering cloud-based, high-definition video surveillance that's easy to manage from any device. With real-time analytics, encrypted storage, and proactive alerts, Verkada's cameras ensure secure and scalable solutions for modern security needs.

Connectivity:

Verkada's connectivity solutions provide seamless, secure internet access for all Verkada devices. Designed for reliability and ease of use, they ensure that every device remains connected, optimized for real-time updates, and protected against cyber threats.

Command Connector:

The Command Connector enables seamless integration between Verkada Command and other enterprise systems. It allows organizations to streamline workflows and automate processes while maintaining a unified platform for device management.

Access Control:

Verkada's access control system offers cloud-based door security with simple setup and seamless integration with video security. Manage access rights, monitor entry logs, and enhance building safety with a scalable solution tailored to any environment.

Air Quality Sensors:

Verkada's air quality sensors provide real-time monitoring of indoor environments, tracking key metrics like temperature, humidity, and air quality. Designed to promote healthy, safe, and energy-efficient spaces, these sensors integrate effortlessly with the broader Verkada ecosystem.

Intercom:
Verkada's intercom system provides crystal-clear audio and video communication for secure entry management. With cloud-based controls, user-friendly features, and seamless integration, it enhances building security and simplifies visitor management.

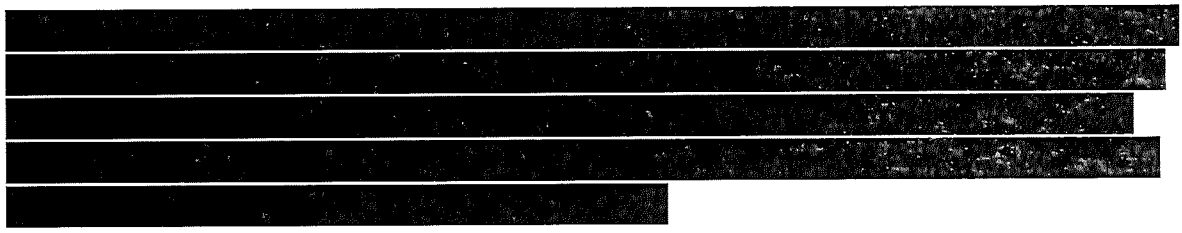
Alarms:
Verkada's alarm systems offer proactive security with instant notifications and automated responses. Fully integrated with other Verkada devices, they provide a comprehensive solution for intrusion detection and response.

Workplace:
Verkada's workplace solutions empower organizations with tools to enhance operational efficiency and workplace safety. From managing occupancy to streamlining visitor entry, these tools integrate seamlessly for a cohesive management experience.

Services:
Verkada and its reseller partners offer a comprehensive suite of services to complement their solutions. These services include Deployment Project Management for large-scale rollouts, tailored configuration and training for smaller deployments, and custom software engineering for specific customer needs. Reseller partners provide additional expertise by integrating products into existing systems, offering consultative support, and delivering unique solutions like off-the-grid setups. Installation and installation materials are also available through resellers.

Integrations:
Verkada offers several integrations to connect their security systems with leading enterprise tools, ensuring seamless workflows and enhanced operational efficiency. From identity management and access control to communication platforms and building automation, Verkada integrates with trusted partners like Okta, Microsoft Teams, Splunk, and more. Visit our integrations page at https://www.verkada.com/integrations/partners/ for more details.

warehouses and retail network as applicable.



3.3 Marketing and Sales

A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

Redacted proposal included in response attachments.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide.

The first 30 days will focus on internal alignment and training. Verkada will distribute an internal announcement, introducing the Master Agreement as our primary cooperative contract. Live training sessions will be conducted for all government sales teams nationwide, with participation from executive leadership and OMNIA partners to ensure the strategic importance is communicated across the organization. In parallel, we will develop and distribute internal training materials, including FAQs, competitive positioning documents, and sales enablement guides, to ensure our teams are fully equipped to drive success.

In the next 30 days, we will conduct follow-up sessions and Q&A to address any questions from the field and share early success stories. Internal benchmarks will be established, and we will refine our reporting processes to track contract adoption and measure performance. Additionally, reseller partner training materials, including FAQs, competitive positioning, and ordering/compliance guides, will be developed and distributed to ensure our partners are aligned with the new go-to-market strategy.

By day 90, Verkada will conduct targeted regional and segment-specific training sessions to address any unique needs or opportunities. We will gather feedback through surveys and

discussion groups with sales reps, evaluating the effectiveness of the training, resources, and reseller engagement. Internal alignment will be strengthened to ensure deliverables and processes are optimized and any areas for improvement are addressed.

As the Master Agreement becomes fully integrated into our public go to market strategy, Verkada will maintain ongoing training with sales teams, emphasizing best practices, wins, and continued executive leadership support. Resources will be continually allocated for training and support, and we will monitor feedback from reseller partners and the competitive landscape to adjust our approach as needed. We expect strong alignment with OMNIA throughout this process to ensure a successful implementation.

GTM Overview

Days 1-30	-Distribute an internal announcement introducing the agreement as our primary cooperative contract. -Conduct live training sessions for all government sales teams nationwide with executive leadership. -Develop and distribute internal training materials, including FAQs, competitive positioning, and sales enablement guides.
Days 30-60	- Schedule follow up and Q&A sessions to address field questions and early success stories. -Establish internal benchmarks and refine reporting processes with our division to track contract adoption. -Develop and distribute reseller partner training materials, including FAQs, competitive positioning, ordering/compliance guides.
Days 60-90	- Conduct targeted training for sales teams by region and segment. -Facilitate surveys and discussion groups with sales reps to gather feedback on training, resources, and reseller engagement. - Align with internal stakeholders on deliverables, processes, and areas for improvement.

Ongoing
- Maintain regular training with sales teams emphasizing best practices, wins, and leadership support.
- Continue to allocate resources for training and support.
- Monitor contract feedback and competitive landscape from reseller partners.

C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award.
Upon award of the OMNIA Master Agreement, Verkada will execute a robust marketing and communication strategy across public-facing, digital, and internal channels to drive early awareness and participation from both existing and prospective public agency customers. Within the first 10 days, we will work with OMNIA to develop co-branded materials, including a press release and social media collateral, to announce the award across our public channels. This press release will be distributed to relevant trade publications, and additional promotional materials will be shared with OMNIA to help amplify the news through their networks. Verkada will also propose joint opportunities to further raise the profile of our partnership, such as pitching to targeted trade media and exploring other collaborative PR engagements.

Within the first 30 days, Verkada will publish Master Agreement details and contact information on a dedicated webpage, including links to key documents, product summaries, pricing, and OMNIA's registration page. A toll-free number and dedicated email address will be available to ensure easy access for potential agency customers. In parallel, we'll initiate email campaigns targeting current customers and partners, sharing co-branded marketing collateral to introduce them to the OMNIA Master Agreement's benefits.

In the next 30 days, Verkada will expand this outreach through co-branded digital campaigns, including social media and email, to engage prospective customers and partners who may not yet be familiar with the agreement. Additionally, Verkada will organize and host three webinars tailored to different segments: one for our current customers and partners, one for OMNIA Partners' Participating Public Agencies, and one for potential customers outside the agreement, to provide a comprehensive overview of the new contract and its offerings.

By day 90, Verkada will launch a national and regional advertising campaign in trade publications, with co-branded materials emphasizing the partnership's benefits. Verkada will also attend and actively participate in key industry events, such as the NIGP Annual Forum, in

coordination with OMNIA Partners, to continue promoting the agreement directly to relevant agencies. Throughout the term of the Master Agreement, Verkada will sustain ongoing marketing through case studies, targeted promotions, and a steady presence at trade shows, events, and in industry publications, continually adapting our resources and communication to support the partnership's growth and reach.

Verkada views this as a long-term strategic partnership and is committed to providing ongoing support and maintenance to maximize the agreement's impact. We will allocate dedicated resources from our creative, demand generation, and contract management teams to ensure continuous promotion, alignment, and responsiveness to OMNIA's needs. Periodic reviews with OMNIA will help us evaluate engagement, share insights, and adapt strategies to strengthen our joint approach, ensuring the OMNIA Master Agreement remains impactful and relevant across changing public sector landscapes.

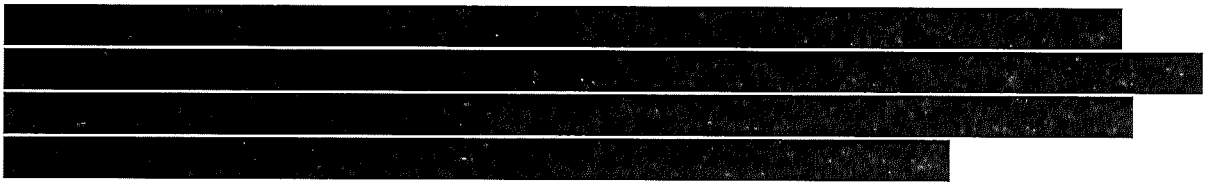
Marketing GTM Overview

Days 1-30	- Develop and distribute co-branded press releases and social media content. - Publish Master Agreement details on Verkada's website with contact info. - Launch internal announcements and training sessions. - Provide internal contract guides and resources for sales teams. - Start email campaigns introducing the agreement to current customers and partners.
Days 30-60	- Run co-branded marketing campaigns on social media, email, and direct mail targeting prospective customers. - Host webinar targeting existing Verkada customers, OMNIA agencies, and prospective customers.
Days 60-90	- Launch advertising in national and regional trade publications. - Publish additional marketing collateral, such as case studies and event promotions.

Ongoing
- Conduct regular reviews with OMNIA to gather feedback and adjust strategy as needed.
- Attend and participate in industry events, including the NIGP Annual Forum, in partnership with OMNIA.
- Maintain continuous marketing support through targeted campaigns.
- Dedicate resources to optimize and adapt promotional activities to ensure sustained impact and growth of the partnership.

D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

[redacted]



E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
Acknowledged

F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
ii. Best government pricing
iii. No cost to participate
iv. Non-exclusive
Acknowledged and Confirmed.

G. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
i. Key features of Master Agreement
ii. Working knowledge of the solicitation process
iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
iv. Knowledge of benefits of the use of cooperative contracts
Acknowledged and Confirmed.

H. Provide the name, title, email and phone number for the person(s), who will be responsible for:
i. Executive Support
ii. Marketing
iii. Sales

iv. Sales Support
v. Financial Reporting
vi. Accounts Payable
vii. Contracts

Executive Support:

- Phuong Tran, Director, Sales Strategy & [redacted]
- Tony Cavallio, VP of Enterprise Sales [redacted]
- Caleb Augustin, Director of Global Channel [redacted]

Marketing:

- Federico Mobilia, Growth Manager, [redacted]

Sales:

- Anthony Cavallio, VP of Enterprise Sales [redacted]

Sales Support:

- Kayla Medina & Mimi Yu, Government Contracts Team, govcontracts@verkada.com , 801-793-2634
- John Rowe, Sales Enablement Manager [redacted]

Financial Reporting:

- Mimi Yu, Sales Strategy & Operations Sr. Specialist, [redacted]
- Rimsha Ahmed, Sr Accounts Receivable Specialist [redacted]

Accounts Payable:

- Kevin Marcotte, Manager FinOps & Revenue, [redacted]

Contracts:

- Kayla Medina, Program Manager Government Contracts, kayla.medina@verkada.com, 801-793-2634

- Mimi Yu, Sales Strategy & Operations Sr. Specialist [redacted]

I. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

[redacted]

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Our sales teams will work closely utilizing OMNIA resources and tools to ensure the successful implementation, growth, and servicing of the national program. The process will start with onboarding and training, so our sales teams and reseller partners fully understand how OMNIA

Partners' program fits with Verkada's products and services. Our sales teams will be trained on OMNIA Partners as the default public sector buying vehicle

In addition to internal efforts, if awarded, Verkada seeks to host an OMNIA representative for a dedicated sales training session with our team and a separate dedicated reseller sales training. This training will provide valuable insights into optimizing our sales strategies and leveraging OMNIA procurement solutions.

Ongoing communication will be a key component of our partnership. Our teams will regularly touch base to ensure we're aligned on program updates, customer feedback, and any shifts in market needs. Together, we will develop joint sales strategies tailored to the national program, which will include collaborative marketing efforts, outreach, and lead generation initiatives..

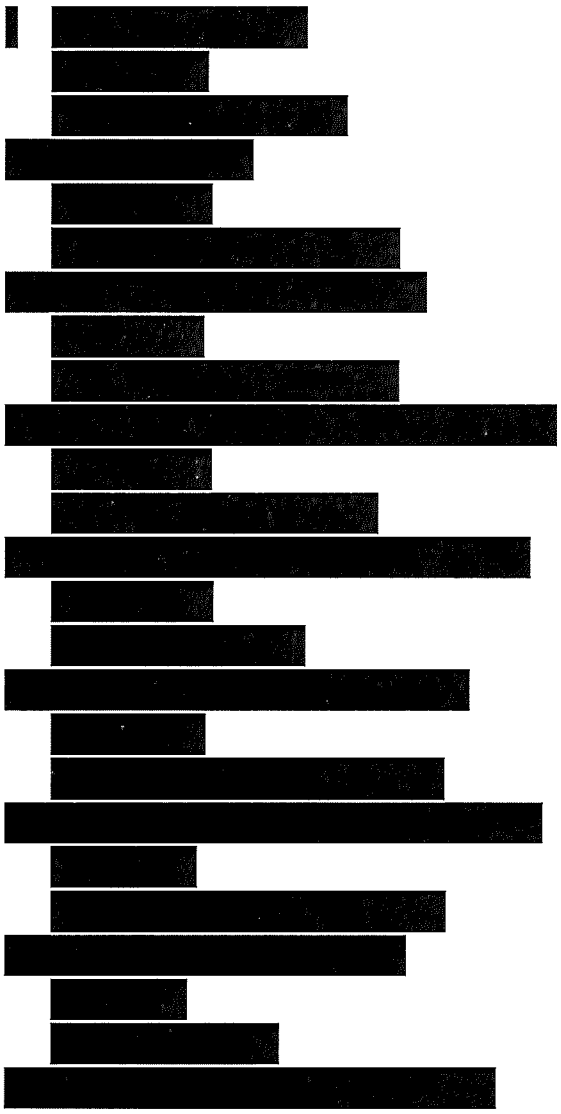
In addition to the above, we are open to exploring any other methods or support that can further enhance our team's ability to effectively navigate the OMNIA partnership and drive success with this cooperative contract. We are eager to collaborate on this opportunity to strengthen our collective capabilities.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
Our approach to managing this master agreement is driven by strong internal alignment across key functions. This collaborative approach brings together our demand generation, sales, sales strategy, sales enablement, legal, orders, channel, finance, deal desk, and other stakeholders enabling us to respond quickly and effectively to the needs of participating agencies. We view this opportunity with OMNIA/Region 4 as the potential for a strong partnership, built on collaboration and shared goals.

At Verkada, we have a dedicated government contract team solely focused on training, compliance, and support of our government cooperative contracts. This team provides tailored training programs for internal teams and reseller partners to navigate government procurement processes effectively. We are readily available to address any questions related to cooperative contracts, ensuring all stakeholders have the support needed for successful program implementation.

Throughout the program, we will monitor performance through regular audits, reporting, and feedback loops, ensuring smooth operations and identifying areas for improvement. This ongoing coordination allows us to make adjustments as necessary and continuously deliver the best experience for customers and reseller partners.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.



[redacted]

You can learn more about our customers and various use cases at https://www.verkada.com/customers/

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

[redacted]

M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

While we do not guarantee any specific number of sales through our contract, we expect up to [redacted] in Year 1 based on conservative estimates. This projection accounts for the extended government sales cycle and the time required to introduce the new award. For Year 2, we expect [redacted], and for Year 3, we project [redacted]

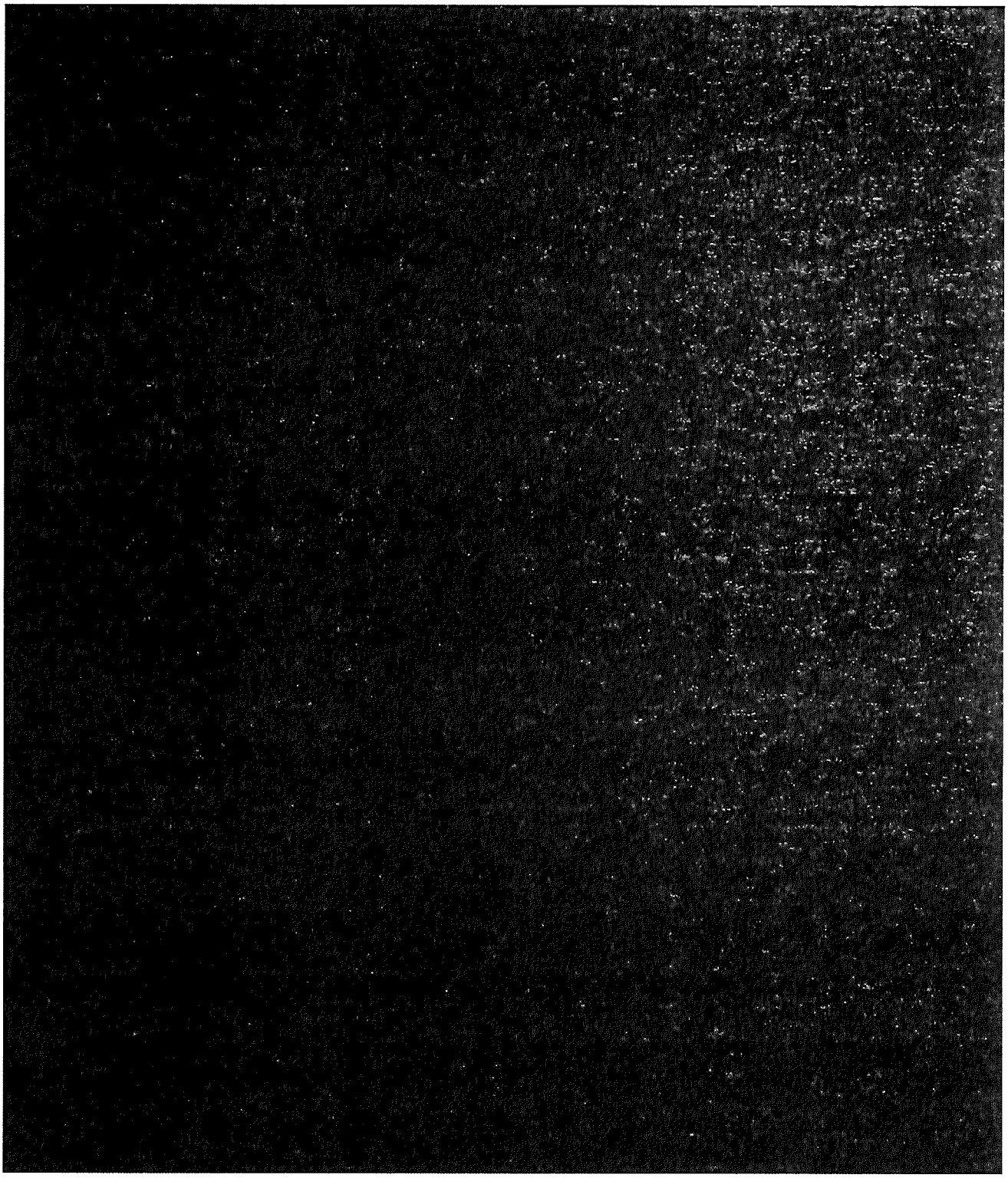
N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

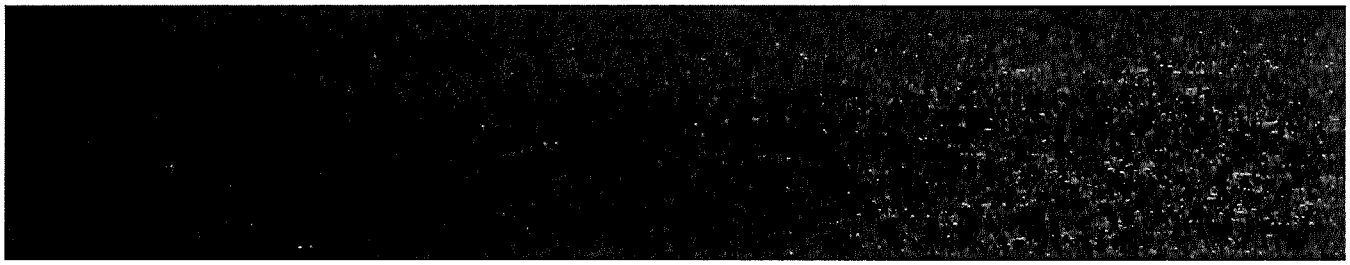
i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded

the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.
Initially, Verkada will promote a sub-bid process with multiple authorized resellers to meet the Public Agency's further competitive requirements. Otherwise, we will encourage our authorized resellers to adopt these methods mentioned above.

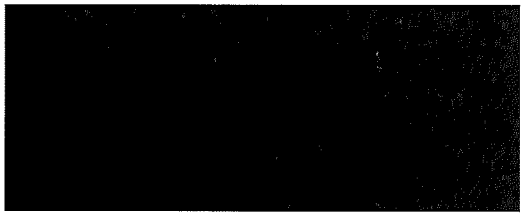
Learn more about protecting your security camera hardware at https://info.verkada.com/security/camera-hardware/





FEIN and Dunn & Bradstreet numbers are attached for reference. Formal reports are available upon request if necessary.

Legal Name: Verkada Inc



B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

[redacted]

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Customers can verify OMNIA contract pricing on the OMNIA and or Verkada website, or conduct contract quote reviews with our contracts team at govcontracts@verkada.com.

As the sole manufacturer and supplier of its products, Verkada ensures that all purchases are made exclusively through authorized reseller partners who are required to adhere to master agreement pricing. Verkada products are not available for direct purchase, retail, or in-store locations, ensuring pricing compliance through authorized channels.

To further maintain pricing integrity, partners requesting authorization under this agreement will undergo a selection process based on agreed upon standards. Approved partners will be trained on contract ordering policies, agree to adhere to contract pricing terms, and be subject to monitoring and transaction audits by Verkada's sales and contract management teams.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

[redacted]

E. Provide the number, size and location of Supplier's distribution facilities,

EXHIBIT B -
Authorized Vendor of Verkada Products Letter

Exhibit B

Verkada

November 5, 2025

DecoTech Systems, Inc.
1180 Mt Diablo Blvd
#300
1180 Mt Diablo Blvd
Walnut Creek, CA 94596
United States
danielg@decotech.com

Ref: DecoTech Systems, Inc. as Verkada Authorized Reseller / OMNIA # R250206

To Whom It May Concern,

This letter is to serve as proof that DecoTech Systems, Inc. is an Authorized Reseller for Verkada's hardware, software and services. DecoTech Systems, Inc. is seeking to add Verkada's line of products to products is needed. My contact information is provided below.

Sincerely,

Micah Deriso
Head of Global Channel
Verkada Inc.
406 E. 3rd Ave
San Mateo, CA 94401
micah.deriso@verkada.com

BA20250251335

STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CORPORATION

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 657-5448

For Office Use Only

-FILED-

File No.: BA20250251335

Date Filed: 2/4/2025

B3417-2033 02/04/2025 5:47 AM Received by California Secretary of State

Entity Details

Corporation Name	DECOTECH SYSTEMS, INC.
Entity No.	2129957
Formed In	CALIFORNIA

Street Address of Principal Office of Corporation

Principal Address	1180 MT DIABLO BLVD STE 300 WALNUT CREEK, CA 94596

Mailing Address of Corporation

Mailing Address	1180 MT DIABLO BLVD STE 300 WALNUT CREEK, CA 94596
Attention	

Street Address of California Office of Corporation

Street Address of California Office	1180 MT DIABLO BLVD STE 300 WALNUT CREEK, CA 94596

Officers

Officer Name	Officer Address	Position(s)
Nathan Burkhardt	1180 MT DIABLO BLVD STE 300 WALNUT CREEK, CA 94596	Chief Executive Officer, Chief Financial Officer, Secretary

Additional Officers

Officer Name	Officer Address	Position	Stated Position
None Entered			

Directors

Director Name	Director Address
Nathan Burkhardt	1180 MT DIABLO BLVD STE 300 WALNUT CREEK, CA 94596

The number of vacancies on Board of Directors is: 0

Agent for Service of Process

Agent Name	Nathan Burkhardt
Agent Address	1180 MT DIABLO BLVD STE 300 WALNUT CREEK, CA 94596

Type of Business

Type of Business	TECHNOLOGY CONTRACTOR

Email Notifications

Opt-in Email Notifications	No, I do NOT want to receive entity notifications via email. I prefer notifications by USPS mail.

Labor Judgment

No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.

Electronic Signature

☒ By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

Rosie Clyde
Signature

02/04/2025
Date

B3417-2034 02/04/2025 5:47 AM Received by California Secretary of State

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

AUTHORIZING A PURCHASE AGREEMENT FOR GOODS, COMMODITIES, AND ANCILLARY SERVICES WITH DECOTECH SYSTEMS, INC., UTILIZING THE OMNIA PARTNERS COOPERATIVE PURCHASING AGREEMENT (REGION 4 EDUCATIONAL SERVICE CENTER CONTRACT R250206) FOR THE PURCHASE AND INSTALLATION OF VERKADA CAMERAS, ACCESS CONTROL, AND RELATED EQUIPMENT FOR A NOT-TO-EXCEED AMOUNT OF $1,500,000 PER CALENDAR YEAR AND SETTING A TERM THROUGH APRIL 1, 2032

WHEREAS, the City operates a diverse network of civic, public safety, utilities, transit, airport, cultural, and parks facilities that require reliable, modern physical security systems, including video surveillance, access control, intercom, and environmental sensors; and

WHEREAS, many existing sites rely on end-of-life or disparate systems that lack unified administration, modern analytics, and cyber-secure architectures, and a standardized camera and access control platform will improve reliability, security, and incident response; and

WHEREAS, OMNIA Partners, through Region 4 Educational Service Center ("Region 4 ESC"), competitively solicited and awarded Contract R250206 that includes Verkada hardware, software subscriptions, and related services, which the City may utilize; and

WHEREAS, DecoTech Systems, Inc. ("DecoTech") is a Verkada-authorized reseller capable of furnishing equipment and turnkey installation services pursuant to OMNIA/Region 4 ESC Contract R250206, and the City intends to enter into a General Services Agreement with DecoTech to facilitate Citywide deployment; and

WHEREAS, utilizing a cooperative purchasing agreement satisfies competitive procurement requirements and enables the City to leverage national volume pricing, standardized terms, and shorter lead times consistent with Tracy Municipal Code section 2.20.220; and

WHEREAS, authority to purchase under this cooperative contract will streamline procurement, accelerate deployment, lock in favorable pricing, and reduce repetitive staff workload associated with multiple individual procurements, while maintaining adherence to City purchasing policies; and

WHEREAS, this authorization establishes a not-to-exceed amount of One Million Five Hundred Thousand Dollars ($1,500,000) per calendar year for as-needed, as-funded purchases and installations, and carries no additional budgetary appropriation since all purchases will occur within funds appropriated by the City Council in the applicable fiscal year; and

WHEREAS, the term for use of the OMNIA/Region 4 ESC Contract R250206 under this authorization will extend through April 1, 2032; now therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby approves a Purchase Agreement (General Services Agreement) with DecoTech Systems, Inc., utilizing OMNIA Partners cooperative purchasing agreement Region 4 ESC Contract R250206, for the purchase and installation of Verkada cameras, access control, intercoms, environmental sensors, associated licenses and subscriptions, and related equipment and services, in a total amount not to exceed $1,500,000 per calendar year, with a term through April 1, 2032; and be it

FURTHER RESOLVED: That the City Council finds that use of the OMNIA Partners cooperative purchasing agreement (Region 4 ESC Contract R250206) satisfies competitive procurement requirements in the best interests of the City under Tracy Municipal Code section 2.20.220; and be it

FURTHER RESOLVED: That the City Council authorizes the City Manager, or designee, to execute the Purchase Agreement and all implementing documents, including purchase orders, task orders, and minor or administrative amendments necessary to carry out the intent of this Resolution, provided such actions do not increase the annual not-to-exceed amount or extend the approved term; and be it

FURTHER RESOLVED: That all purchases made pursuant to this authorization shall be subject to the availability of funds appropriated by the City Council in the adopted budget(s) and shall comply with applicable City purchasing policies and standards for cybersecurity, privacy, device hardening, records retention settings, and audit logging.

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

The foregoing Resolution 2026-_____ was adopted by the Tracy City Council on March 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

March 17, 2026

Agenda Item 1.N

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution (1) Approving the City's Annual Military Equipment Report, (2) Adopting findings required under Government Code Section 7071(e)(2) for each item of military equipment identified in such report, and (3) renewing Ordinance 1327.

EXECUTIVE SUMMARY

This agenda item requests adoption of the resolution for the continued use of the military equipment specified in Tracy Police Department Policy 708 – Military Equipment attached hereto as Attachment C. Government Code Section 7072 requires the City Council review this report annually, based on an annual report from Tracy Police Department, and adopt the following specific findings provided in Government Code Section 7071(d)(1):

A. The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

B. The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

C. If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

D. Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

Staff recommends City Council make the findings set forth above based on this report.

BACKGROUND AND LEGISLATIVE HISTORY

On September 30, 2021, Governor Gavin Newsom signed into law California Assembly Bill 481 (AB 481), regarding the use of military equipment by law enforcement agencies. California Government Code sections 7070 through 7075 codified AB 481, required all law enforcement agencies to adopt an ordinance approving a military equipment use policy that governed the purchase, acquisition, and use of the military equipment specified within the law. AB 481 also allowed law enforcement agencies to continue using previously purchased and acquired military equipment if the governing body (City Council) adopted an ordinance approving the

continued use no later than May 1, 2022. The Tracy Police Department complied with these requirements and Ordinance 1327 was introduced at a regular meeting of the Tracy City Council on April 5, 2022, and adopted on April 19, 2022.

In addition to the above, AB 481 requires the Tracy Police Department to submit an annual report to the City Council to obtain continued approval of the military equipment policy by City Council vote.

ANALYSIS

Annual Military Equipment Report

Government Code Section 7072, subsection (a), requires the following information be reported annually to City Council:

1. ***A summary of how the military equipment was used and the purpose of its use:***

   The Tracy Police Department created its Military Equipment Policy to specify how each piece of equipment is to be used and for what purpose. The policy attached hereto covers the approved uses and all uses for the reporting period.

2. ***A summary of complaints or concerns received concerning the military* equipment:**

   There have been no complaints regarding the equipment.

3. ***The results of any internal audits, any information about violations of the military equipment use policy, and any action taken in response:***

   All equipment is accounted for and there were no known policy violations regarding the equipment's use.

4. ***The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report:***

   Refer to Attachment C attached hereto, the Tracy Military Equipment Policy, section 708.4 – Military Equipment Inventory, subsections 1 through 9. The Council-approved policy contains all the above information.

All ongoing costs are from funds already approved as part of the general fund appropriations by City Council for the Tracy Police Department annually.

5. ***The quantity possessed of each type of military equipment:***

   Refer to Attachment C attached hereto, the Tracy Military Equipment Policy, section 708.4 – Military Equipment Inventory, subsections 1 through 9. The Council-approved policy contains all the above information.

6. ***If the law enforcement agency intends to acquire additional military equipment*** **in the next year, the quantity sought for each type of military equipment:**

   Some of the specified equipment is used on an ongoing basis for training and real-world events to maintain supply levels throughout the year. This includes ammunition, less lethal munitions, distraction devices, and Chemical Agents / Smoke Canisters. The Tracy Police Department will be making these purchases with existing funds throughout the year in alignment with approved amounts.

   The approved policy, in section 704.4.1, allows for the maintenance of supply levels and to increase the number of specified equipment previously approved by City Council should the Chief of Police deem it necessary. An example of this would be if there were to be additional sworn peace officer's positions approved, there would be a need to purchase additional rifles training ammunition, etc. The approved policy authorized the Chief of Police to purchase this type of equipment at his discretion without additional approval required under AB 481.

Findings Required to Renew City Ordinance 1327 authorizing the continued use of the military equipment specified in Tracy Police Department Policy 708 – Military Equipment.

Pursuant to Government Code Section 7071(e)(2), based on the foregoing report, staff recommends City Council make each of the following findings:

A. The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

B. The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

C. If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety

D. Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

FISCAL IMPACT

There is no fiscal impact for this item. All funding is approved as part of the annual budget appropriation for the Tracy Police Department by City Council.

PUBLIC OUTREACH/INTEREST

Within 30 days of the acceptance of this report, the Tracy Police Department will hold a community outreach event specific to the use of military equipment.

CEQA DETERMINATION

This action item is exempt review under the California Environmental Quality Act (CEQA) because it is not a "project" for purposes of CEQA (as defined by CEQA Guidelines §15378). Specifically, this item proposes an organizational or administrative activity that will not result in a direct or indirect physical change in the environment (CEQA Guidelines §§15378(b)(5)).

COORDINATION

None.

FOLLOW-UP

The informational report is required annually for continued authorization to use the specified equipment and will be posted on the Tracy Police Department’s website.

STRATEGIC PLAN

This item relates to the City Council’s Public Safety Strategic Priority Goal 1 – Partner with and engage the community to address public safety concerns by helping increase communication with residents regarding crime information and prevention.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution (1) Approving the City's Annual Military Equipment Report, (2) Adopting findings required under Government Code Section 7071(e)(2) for each item of military equipment identified in such report, and (3) renewing Ordinance 1327.

Prepared by: Scott Criswell, Police Sergeant

Reviewed by: Sekou Millington, Chief of Police
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: AB 481 Annual Memorandum
Attachment B: Tracy Police Department Lexipol Policy 708 – Military Equipment

TRACY POLICE DEPARTMENT

MEMORANDUM

Date: 01/14/2026

To: Sekou Millington, Chief of Police

From: Scott Criswell, Sergeant

Re: PS&T AB481 entries for 2025

Chief Millington,
From January 1st, 2025 – December 31st, 2025, the Tracy Police Department logged 228 AB 481 entries into our PlanIt database. Below is a breakdown of how many times each AB481 listed equipment had been deployed in 2025:

Bearcat:	11
Drone:	251
40mm:	5
Less Lethal Shotgun:	28
Command Post:	2
Flashbang:	5
Shotgun Breach:	0
Patrol Rifle/AR15:	67
Swat Van:	2
Swat Robot:	0
Swat Sniper Rifle:	4
Chemical Agents:	0

Respectfully,

Scott Criswell
PS&T Sergeant

Military Equipment

708.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

708.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- Area denial electroshock devices, microwave weapons, water cannons, long-range acoustic devices (LRADs), acoustic hailing devices, and sound cannons.
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

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708.2 POLICY

It is the policy of the Tracy Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

708.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The Professional Standards and Training Lieutenant is designated as the coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

(a) Acting as liaison to the governing body for matters related to the requirements of this policy.

(b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.

(c) Conducting an inventory of all military equipment at least annually.

(d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Tracy Police Department (Government Code § 7071).

(e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:

1. Publicizing the details of the meeting.
2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.

(f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).

(g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

708.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department:

1. Mobile Incident Command Post (CP): A vehicle used as a mobile office that provides shelter, access to Department computer systems, and restrooms.

(a) Description, quantity, capabilities, and purchase cost: LDV USA (Custom Build) vehicle, cost: $1,216,812.00 using a grant from the Office of Homeland Security in 2025, quantity: (1). The CP can be utilized for operations involving the Crisis Response Unit (CRU), critical incident management, preplanned large events, searching for missing persons, natural disasters, and community events.

(b) Purpose: Used during specific circumstances such as a critical incident, large events, natural disasters, or community events.

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(c) Authorized Use: Only staff trained in the deployment and operations consistent with policy, law, and training are authorized to operate the CP. Staff must also obtain a Class B drivers' license from the California Department of Motor Vehicles (DMV). The CP is authorized for use during but not limited to critical incidents, emergencies, community events, and natural disasters.

(d) Lifespan: 20 years on chassis and vehicle structure. IT systems currently outdated.

(e) Fiscal Impact: Annual maintenance cost is approximately $4,000.

(f) Training: The driver/operator shall receive training in the safe handling of the vehicle and obtain and maintain a class B license from the California DMV.

(g) Legal and Procedural Rules: It is the policy of this Department to use the CP for official law enforcement purposes in compliance with California state law and the policies of the Tracy Police Department.

2. Armored Vehicle: Commercially produced wheeled vehicle armored vehicle utilized for law enforcement purposes.

(a) Description, quantity, capabilities, and purchase cost: LENCO BEARCAT is an armored rescue vehicle that seats 10-12 personnel with open floor plan that allows for rescue
of down personnel. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor, quantity: 1, cost: $281,000; $181,000 from general fund and $100,000 from COPS grant in 2012.

(b) Purpose: Used in response to critical incidents to enhance officer and community safety. In addition, allows for scene containment, stabilization to assist in resolving incidents and as a rescue vehicle to evacuate officers and community members from potential harm.

(c) Authorized Use: The use of armored vehicles shall only be authorized by a sworn supervisor, watch commander, or incident / tactical commander. Armored vehicles shall be used by only officers trained in its deployment and in a manner consistent with training and Department policy.

(d) Lifespan: 25 years.

(e) Fiscal Impact: Annual maintenance cost is approximately $3,500.

(f) Training: All drivers must be attend a department orientation training. No special license is required by California DMV.

(g) Legal and Procedural Rules: It is the policy of this Department to utilize armored vehicles only for legitimate law enforcement purposes and in a manner consistent with State and Federal law.

3. Transport Vehicle: Commercially produced wheeled van utilized for law enforcement purposes.

(a) Description, quantity, capabilities, and purchase cost: 2017 LDV Freightliner transport vehicle, quantity: 1, used to transport personnel and equipment to active scenes where the Crisis Response Unit is deployed and often deployed along with the LENCO

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BEARCAT' cost: $206,000 ($140,000 from State COPS Grant / $66,000 from Asset Forfeiture) in 2016.

(b) Purpose: Used in response to critical incident to transport personnel and equipment to critical incidents to enhance officer and community safety; often deployed with the LENCO BEARCAT.

(c) Authorized Use: The use of the transport vehicle shall only be authorized by a sworn supervisor, watch commander, or incident / tactical commander. Armored vehicles shall be used by only officers trained in its deployment and in a manner consistent with training and Department policy.

(d) Lifespan: 25 years.

(e) Fiscal Impact: Annual maintenance cost is $3,500.00.

(f) Training: All drivers must be attend a department orientation training. No special license is required by California DMV.

(g) Legal and Procedural Rules: It is the policy of this Department to utilize the vehicle only for legitimate law enforcement purposes and in a manner consistent with State and Federal law.

4. Unmanned Aerial System (UAS): An unmanned aircraft and associated equipment necessary to control it remotely.

(a) Description, quantity, capabilities, and purchase cost:

1. DJI Mavic 2 Enterprise Advanced 909 grams, quantity 7; M2EA thermal camera, M2EA Visual Camera, spotlight, strobe with a flight time of approx. 28 minutes. Cost: $6,240 / each.
2. DJI Mini 2 249 grams, quantity: 4, 1/2" CMOS Visual Camera 12mp 4k video with a flight time of approx. 30 minutes. Cost: $599 / each.
3. DJI Mavic Air 570 grams, quantity: 2; 1/2" CMOS visual camera 48mp 4k video with a flight time of approx. 34 minutes. Cost: $988 / each.
4. Brinc Lemur 2.4 lbs, quantity: 1, 1080P HD Camera with IR sensitivity, spotlight, window breach attachment, and cellular two-way communications with a flight time of approx. 31 minutes. Cost: $ 8,999 / each,
5. DJI M30T 8.4 pounds, quantity 4, 1/2" CMOS sensor visual camera,35 minute flight time, Cost: $18,000 each
6. DJI M3T 2.4 pounds, quantity 2, 1/2" CMOS sensor visual camera, 45 minute flight time, Cost: $11,000 ea

(b) Purpose: To be deployed when its view would assist officers or incident commanders with the following situations, which include but are not limited to:

1. major collision investigations.
2. search for missing persons.
3. natural disaster management.

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4. crime scene photography.
5. SWAT, tactical or other public safety and life preservation missions.
6. In response to specific requests from local, state or federal fire authorities for fire response and/or prevention.

(c) Authorized Use: Only assigned operators who have completed the required training shall be permitted to operate any UAS during approved missions.

(d) Lifespan: 5 - 10 years.

(e) Fiscal Impact: Annual maintenance and battery replacement expected to be $4,000 - $6,000.

(f) Training: All Department UAS operators are licensed by the Federal Aviation Administration for UAS operation. In addition, each operator must attend ongoing department training.

(g) Legal and Procedural Rules: Use is established under Tracy Police Department policy 610, FAA Regulation 14 CFR Part 107, It is the policy of the Tracy Police Department to utilize UAS only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.

5. Robots: A remotely controlled unmanned machine that operates on the ground which is utilized to enhance the safety of the community and officers.

(a) Description, quantity, capabilities, and purchase cost: AVATAR Tactical Robot; quantity 1; enhances the compatibilities of the Crisis Response Unit by allowing to quickly and safely inspect dangerous situations without sending personnel. AVATAR has live feed video and audio with the capability to record; cost: $ 15,132.

(b) Purpose: Used remotely to gain visual and audio access to clear areas in high risk situations.

(c) Authorized Use: Used by trained members of the Crisis Response Unit.

(d) Lifespan: 8 - 10 years.

(e) Fiscal Impact: Annual maintenance cost of between $500.

(f) Training: Training conducted internally by the Crisis Response Unit.

(g) Legal and Procedural Rules: It is the policy of the Tracy Police Department to utilize the robot for official law enforcement purposes and in a manner that reflect the privacy of the community pursuant to Federal and State law.

6. Less Lethal Shotguns / Breaching Shotguns / 40MM Launchers and Munitions: These systems deploy less-lethal impact projectiles and breaching rounds.

(a) Description, quantity, capabilities, and purchase cost:

1. Shotguns and 40MM Launchers:

(a) Less-Lethal Remington 870 Shotgun: quantity 23; The Remington 870 Less Lethal Shotgun is used to deploy the less lethal 12-gauge Super-Sock Beanbag Round up to a distance of 75 feet. The range of the

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weapon; system helps to maintain space between officers and a suspect reducing the immediacy of the threat which is a principle of De-escalation; cost $425/each.

(b) Breaching Remington 870 Shotgun: quantity 2; This weapon allows for breachers to safely utilize shotgun breaching rounds in order to destroy deadbolts, locks, and hinges. The stand-off device that is attached to the end of the barrel allows for positive placement of the shotgun into the correct position and vents gases to prevent overpressure. cost $425/each.

(c) 40MM Defense Technology Launcher (single shot); quantity 7; The 40MM Single Launcher is a single shot launcher. It will fire standard 40mm less-lethal ammunition up to 4..8 inches in length. It will launch a 40MM less lethal round up to 131 feet; cost: $1000/each.

(d) 40MM Defense Technology Multi-Launcher; quantity 2; The 40MM Tactical 4-Shot Launcher is low-profile and lightweight, providing multi-shot capability in an easy to carry launcher; cost $2,000 / each.

2. Munitions:

(a) CTS 12-Gauge Super-Sock beanbag round, cost: $5, quantity: 2000. A less lethal 2.4-inch 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of 270-290 feet per second (FPS). CTS Super-Sock rounds are discharged from a dedicated 12-gauge shotgun that is distinguishable by an orange butt stock and fore grip. This round provides accurate and effective performance
when fired from the approved distance of not fewer than five (5) feet. The maximum effective range of this munition is up to 75 feet from the target

(b) Royal Arms TESAR #1 orange cap 275 grain copper frangible breaching round; fired from a dedicated breaching shotgun and is used to destroy deadbolts, locks, and hinges; quantity 150; cost: $125 per box of 25 rounds.

(c) Royal Arms TESAR #2 black cap 425 grain copper frangible breaching round; fired from a dedicated breaching shotgun and is used to destroy deadbolts, locks, and hinges; quantity 150; cost: $125 per box of 25 rounds.

(d) Royal Arms TESAR #4 yellow cap 750 grain copper frangible breaching round; fired from a dedicated breaching shotgun and is used to destroy deadbolts, locks, and hinges; quantity 100; cost: $125 per box of 25 rounds.

(e) CTS 4557 40MM sponge round, fired from 40MM launcher, quantity 150; the 4557 sponge round is a smokeless, spin stabilized round, 4" long intended to deliver a less-lethal blunt trauma effect; cost $20/per round.

(b) Purpose: To increase opportunities to utilize de-escalation and in an effort to reduce lethal force within law enforcement. To be used in efforts to resolve dynamic incidents where deadly force is not authorized or otherwise undesirable.

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(c) Authorized Use: Situations for use of the less lethal weapon systems may include, but are not limited to:

1. Self-destructive, dangerous and/or combative individuals.
2. Riot/crowd control and civil unrest incidents.
3. Circumstances where a tactical advantage can be obtained.
4. Potentially vicious animals.
5. Training exercises or approved demonstrations

(d) Lifespan: 25 + years for launchers and shotguns. 5 years for munitions.

(e) Fiscal Impact: Annual maintenance of approx. $25-$50 per shotgun and 40MM Launcher. munitions replenished as necessary based on usage and lifespan.

(f) Training: Requires a 4 hours less lethal course by a certified instructor. The 4 hours course is required to be completed annually to maintain certification; the course is reviewed and updated annually to ensure compliance with current law and procedures.

(g) Legal and Procedural Rules: Use of less-lethal shotguns and 40MM launchers is established under policy sections 300 - Use of Force and 303 - Control Devices and Techniques. It is the policy of the Tracy Police Department to utilize less-lethal equipment only for official law enforcement purposes and consistent with State and Federal law regarding use of force.

7. Distraction Devices: A device used to distract potentially dangerous persons.

(a) Description, quantity, capabilities, and purchase cost:

1. Combined Tactical Systems, 7290-9 Flash-Bang, cost: $52, quantity: 50. A non-bursting, non-fragmenting multi-bang device that produces a thunderous bang with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.
2. Combined Tactical Systems, 7290M Mini Flash-Bang, cost: $55, quantity: 75. The 7290M Flash-Bang exhibits all the same attributes of its larger counterpart but in a smaller and lighter package. Weighing in at 15 ounces the new 7290M is approximately 30% lighter than the 7290 but still has the same 175db output of the 7290 and produces 6-8 million candelas of light.

(b) Purpose: A distraction device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations. To produce atmospheric overpressure and brilliant white light and, as a result, can cause short-term (6 - 8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage.

(c) Authorized Use: Diversionary Devices shall only be used:

1. By officers who have been trained in their proper use.
2. In hostage and barricaded subject situations.
3. In high risk warrant (search/arrest) services where there may be extreme hazards to officers.

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4. During other high-risk situations where their use would enhance officer safety.
5. During training exercises.

(d) Lifespan: 5 years from date of shipment.

(e) Fiscal Impact: No annual maintenance. Cost is associated with replacement after use.

(f) Training: Prior to use, officers must attend diversionary device training that is conducted by certified instructors.

(g) Legal and Procedural Rules: Use is established under Crisis Response Unit Operational Manual. It is the policy of the Tracy Police Department to utilize diversion devices only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

8. Rifles: Firearms which are shoulder fired having long spiraled rifling within the barrel intended to improve the accuracy of the rifle.

(a) Description, quantity, capabilities, and purchase cost:

1. AR-15/M-4 Platform:

(a) Colt; AR-15 standard rifle with 16" barrel, quantity 84; standard issue rifle which fires a .223 caliber cartridge providing more powerful round than a stand issue handgun with greater accuracy; cost: $1,100/each.

(b) Sionics; AR-15 custom rifle with 11.5" barrel; quantity 11; standard issue rifle which fires a .223 caliber cartridge providing more powerful round than a stand issue handgun with greater accuracy. It is a short-barreled rifle which allows a a trained officer better control inside of structures; cost $1,100/each.

(c) Sons of Liberty; M4-89 custom rifle with 11.5" barrel; quantity 24; standard issue rifle which fires a .223 caliber cartridge providing more powerful round than a stand issue handgun with greater accuracy; cost $1,350/ each.

2. Precision Rifles:

(a) Accuracy International AT .308 caliber bolt action rifle; quantity 4; rifle chambered in .308 caliber. The rifle is primarily used in over watch in critical incidents and other high-risk tactical situations such as hostage rescue and search warrant service, Cost $4,000 / each.

(b) Rock River Arms LAR-8 .308 caliber semi-automatic rifle; quantity 2; rifle chambered in .308 caliber. The rifle is primarily used in over watch in critical incidents and other high-risk tactical situations such as hostage rescue and search warrant service, Cost $2,000 / each.

3. Ammunition:

(a) Speer Gold Dot .223 caliber 62 grain rifle round, quantity 125 cases (500 rounds per case); cost: $285 per case.

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(b) Hornaday A-Max .308 caliber 168 grain rifle round, quantity 5 cases (500 rounds per case); cost: $400 per case.

(c) Hornaday Bonded .308 caliber 165 grain rifles round, quantity 5 cases (500 rounds per case); cost: $400 per case.

(b) Purpose: To be used as precision weapons to address a threat with more precision and/or at greater distances than a handgun.

(c) Authorized Use: Only members who have attended a POST certified course are authorized to use a rifle. Tracy Police Department provides this training to all sworn peace officers.

(d) Lifespan: 15 years.

(e) Fiscal Impact: annual maintenance of approx. $50-100 per rifle.

(f) Training: Prior to using a rifle, officers must be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification two
times a year.

(g) Legal and Procedural Rules: Use of rifles is established under policy sections 300 - Use of Force, 306 - Firearms, and 419 - Patrol Rifles. It is the policy of the Tracy Police Department to utilize rifles only for official law enforcement purposes and consistent with State and Federal law regarding use of force.

9. Chemical Agent and Smoke Canisters: Canister which contain chemical agents that are released when deployed.

(a) Description, quantity, capabilities, and purchase cost:

1. Remington 870 shotgun dedicated to launch CS; quantity 2; specialized Remington 870 shotgun with th dedicated launching cup for the purpose of launching CS cannisters; cost: $425/each. A 1210,12 gauge launching cartridge is used to deploy the CS cannisters. The launching cartridge is designed to propel the CS cannister further than could be thrown by hand.

2. CTS 5230B - CS Baffled canister grenade, pyro, low flame potential; quantity 100; The 5230B pyrotechnic grenade is designed for indoor use delivering a maximum amount of irritant smoke throughout multiple rooms with minimal risk of fire; cost: $37/each.

3. Defense Technology Spede-Heat Continuous Discharge Grenade, CS; quantity 50; The Spede-Heat CS Grenade is a high-volume continuous burn device. It expels its payload in approx. 30 - 4- seconds. The payload is discharged through four gas ports on the top of the canister, three on the side, and one on the bottom. The canister holds approx. 81.2 grams of CS; cost $25/each.

4. Defense Technology Flameless TRI-CHAMBER CS Grenade, #1032; quantity 50; The design of the Tri-Chamber Flameless CS Grenade allows the contents to burn within an internal can and disperse the agent safely with reduced risk of fire. The grenade is designed primarily for indoor tactical situations to detect and/or dislodge a barricaded subject. This grenade will deliver approximately.70 oz. of

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agent during its 20-25 seconds burn time. The Tri-Chamber Flameless Grenade can be used in crowd control as well as tactical deployment situations by Law Enforcement and Corrections but was designed with the barricade situation in mind. Its applications in tactical situations are primarily to detect and/or dislodge barricaded subjects. The purpose of the Tri-Chamber Flameless Grenade is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The Tri-Chamber Flameless Grenade provides the option of delivering a pyrotechnic chemical device indoors, maximizing the chemicals' effectiveness via heat and vaporization, while minimizing or negatin the chance of fire to the structure; cost $25/each.

5. Defense Technology Ferret 40MM Liquid Barricade Penetrator Round, CS; quantity 100; The Ferret 40mm Round is non-burning and suitable for indoor use. Used primarily by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle. In a tactical deployment situation, the 40mm Ferret is primarily used to dislodge barricaded subjects from confined areas. Its purpose is to minimize the risks to all parties through pain compliance, temporary discomfort and/or incapacitation or potentially violent or dangerous subjects; cots: $23/each.

6. Defense Technology OC Aerosol Grenade 1.3% Fogger, 6oz; quantity 25; The 6 oz. OC Aerosol Grenade will delivery its payload of 1.3% MC% OC in 20-25 seconds. This is a anatomized mist which enhances the pungent 1.3% OC formulation. Ideal for area denial areas like attics, garages, etc. This device has minimum clean up. The canister may also be hand held to direct the spray pattern. This product is designed to provide room clearing ability with minimum clear up requirements; cost: $ 17/each.

7. Defense Technology Maximum HC Smoke Military-Style Canister; quantity 25; The Military-Style Maximum Smoke Grenade comes from the Defense Technology® #3 smoke grenade. It is a slow burning, high volume, continuous discharge grenade designed for outdoor use in crowd management situations. Emits grey-white smoke only for approximately 1.5 to 2 minutes; cost: $30/each.

8. Defense Technology CS HAN-BALL Grenade; quantity 50; The Han-Ball™ CS Grenade is an outdoor use grenade expelling its payload in approximately 15-20 seconds. The rubber ball round has an over all size of 4.8 in. tall, including the fuze head, and 3.1 in. diameter. This launchable grenade holds approximately 1.6 oz. of active agent which is expelled through three ports around the equator of the ball. Due the intense heat generated by this grenade, it should not be used inside a building or near flammable material; cost: $45/each.

9. Golden Eagle Fogger Series 4 CS/OC Fogger; quantity 1; dispenses CS or OC efficiently in riotous situations. Utilizes Pepper Fog CS irritant and Pepper Fog OC; quantity 4 quarts each; cost $60 per quart.

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(b) Purpose: To safely resolve critical situations high risk operations. These are necessary because there are no reasonable alternatives that can achieve the same objective of officer and civilian safety and will safeguard the public's welfare.

(c) Authorized Use: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to:

1. Self-destructive, dangerous and/or combative individuals.
2. Riot/crowd control and civil unrest incidents.
3. Circumstances where a tactical advantage can be obtained.
4. Potentially vicious animals.
5. Training exercises or approved demonstrations.

(d) Lifespan: 25 + years for breaching shotguns and 5 years for other materials.

(e) Fiscal Impact: Annual maintenance and replacement is approx. $2,500.

(f) Training: All staff utilzing the equipment must be training by a POST certified chemical agent instructor.

(g) Legal and Procedural Rules: The use of items is established by Department policy and the Crisis Response Unit Operational Manual.Tracy Police Department to utilize rifles only for official law enforcement purposes and consistent with State and Federal law regarding use of force.

708.4.1 MAINTENANCE OF SUPPLY LEVELS

The Department, by authorization of the Chief of Police is authorized to purchase equipment and associated and munitions approved by Council pursuant to this policy as long as it does not go beyond the scope of capabilities currently approved. The Department is authorized to maintain adequate levels of approved munitions, replace defective equipment, and increase quantities of approved equipment as needed to meet operational and safety needs of the Department and community. All purchases shall follow pre-established purchasing guidelines of the City of Tracy.

Purchase of equipment does not have to be the exact make and model listed however, they shall not exceed to capabilities and intended use as described and approved within this policy.

Example(s)

1. An increase in allocated positions by City Council may make necessary the purchase of additional equipment and munitions for both operational and training needs.
2. A manufacturer may stop making a specific model of a product, or that item may become difficult to obtain due to supply chain issues and it may become necessary to locate and purchase a similar product to maintain operation capabilities.
3. An approved military equipment program, may need to expand for operational needs (ex: increase the number of UAS in deployment, or purchase of additional less lethal shotguns).

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It is the stated purpose of this policy section not exceed the scope of City Council approval and any increases in quantity shall be reported to City Council as part of the annual report for Military Equipment.

708.4.2 MILITARY EQUIPMENT USE REPORTING REQUIREMENTS
All military equipment and munitions approved for use by this policy, when deployed in the field shall be documented and reported in PlanIt by the supervisor by the end of their assigned shift using the form titled "AB 481". The patrol Watch Commander shall conduct a weekly audit ensure the deployment data is being properly reported.

The Crisis Response Unit shall document the military equipment deployment as part of their after action report and the Team Leader, or designee shall enter the information into PlanIt using the form titled "AB 481". The Tactical Commander shall conduct a quarterly audit to the date is being property reported.

As part of the annual reporting requirement, the Professional Standards and Training Division shall complete a report to be submitted to City Council in a regular meeting.

As it relates to this policy, the term deployed means to have been utilized it response to a real world incident whether or not the equipment was used (i.e. kinetic energy round fired from platform).

708.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

(a) Requesting military equipment made available pursuant to 10 USC § 2576a.

(b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.

(e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.

(f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.

(g) Acquiring military equipment through any means not provided above.

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708.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment used by any member of this Department shall be approved for use and in accordance with this Department policy. Military equipment used by other jurisdictions that are providing mutual aid to this Department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective military equipment use policies.

708.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

708.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

Any member of the public can register a question or concern regarding military equipment by contacting the Professional Standards and Training Division by email at PROFESSIONALSTANDARDS@TRACYPD.COM or by telephone at (209) 831-6559.

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ORDINANCE 1327

AN ORDINANCE OF THE CITY OF TRACY ADOPTING A MILITARY EQUIPMENT USE POLICY PURSUANT TO CALIFORNIA ASSEMBLY BILL 481

WHEREAS, on September 30, 2021, Governor Gavin Newsom signed into law California Assembly Bill 481 (AB 481), regarding the use of military equipment by law enforcement agencies, and

WHEREAS, AB 481, codified by California Government Code section 7070 through 7075, requires that all law enforcement agencies obtain approval from the applicable governing body, by ordinance, adopting a military equipment use policy prior to taking certain actions relating to the funding, acquisition, or use of military equipment, and

WHEREAS, Government Code section 7070 defines the term “military equipment”, and

WHEREAS, the proposed military equipment policy is found within the Tracy Police
Department Military Equipment Use Policy (Lexipol Policy #708), and

WHEREAS, AB 481 requires that the law enforcement agency make the military equipment use policy available on the law enforcement agency’s website at least 30 days prior to the public hearing relating to the adoption of the military use equipment policy, and

WHEREAS, the Tracy Police Department Military Equipment Use Policy was published
on the Tracy Police Department’s internet website on March 4, 2022, at least 30 days before the public hearing, and

WHEREAS, the Tracy Police Department Military Equipment Use Policy meets the requirements of Government Code section 7070, subdivision (d).

NOW THEREFORE, the City Council of the City of Tracy does ordain as follows:

SECTION 1: The City Council hereby determines the following:

A. The military equipment identified in the Tracy Police Department’s Military Equipment Use Policy (Lexipol Policy #708) is necessary because there are no reasonable alternatives that can achieve the same objectives of officer and civilian safety;

B. Tracy Police Department’s Military Equipment Use Policy (Lexipol Policy #708) will safeguard the public’s welfare, safety, civil rights, and civil liberties;

C. Prior military equipment use complied with the military equipment use policy that

was in effect at the time; and

D. Tracy Police Department's Military Equipment Use Policy (Lexipol Policy #708) is hereby approved and adopted.

SECTION 2: If any provision or the application of this Ordinance is for any reason held to be unconstitutional, invalid, or otherwise unenforceable, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have adopted each subsection or provision of this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed, and the balance of the Ordinance enforced.

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

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

* *

The foregoing Ordinance 1327 was introduced at a regular meeting of the Tracy City Council on the 5th day of April 2022, and finally adopted on the 19th day of April 2022, by the following vote:

AYES: COUNCIL MEMBERS: ARRIOLA, BEDOLLA, DAVIS, VARGAS, YOUNG

NOES: COUNCIL

MEMBERS: NONE

ABSENT: COUNCIL

MEMBERS: NONE

ABSTAIN: COUNCIL

MEMBERS: NONE

SIGNED: Nancy D. Young, Mayor ATTESTED:

Adrianne Richardson, City Clerk

A copy of the Tracy Police Department Military Equipment Use Policy (Lexipol Policy #708) can be viewed upon request by making an appointment with the City Clerks Office.

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL
RESOLUTION 2026-

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(1) APPROVING THE CITY'S ANNUAL MILITARY EQUIPMENT REPORT; (2) ADOPTING FINDINGS REQUIRED UNDER GOVERNMENT CODE SECTION 7071(E)(2) FOR EACH ITEM OF MILTARY EQUIPMENT IDENTIFIED IN EACH SUCH REPORT; (3) RENEWING ORDINANCE 1327

WHEREAS, on September 30, 2021, Governor Gavin Newsom signed into law California Assembly Bill 481 (AB 481), regarding the use of military equipment by law enforcement agencies, and

WHEREAS, California Government Code section 7070 through 7075 codified AB 481, which required that the governing bodies for all law enforcement agencies adopt an ordinance approving a military equipment use policy the governed the funding, acquisition, or use of military equipment, and also allowed law enforcement agencies to continue using already purchased and acquired military equipment if the governing body adopted an ordinance approving the continued use no later than May 1, 2022; and

WHEREAS, on April 5, 2022, the Tracy Police Department complied with AB 481 and introduced Ordinance 1327, which was adopted on April 19, 2022, and approved Tracy Police Departments Military Equipment Use Policy (Lexipol Policy #708) and renews Ordinance 1327; and

WHEREAS, Government Code Section 7072 requires a law enforcement agency to submit to the governing body an annual military equipment report for each type of military equipment previously approved by the government body within one year of approval; and

WHEREAS, Government Code Section 7071, subsection (e)(2), states that the governing body shall determine, based on the annual equipment report submitted pursuant to Section 7072, whether each type of military equipment in that report has complied with the standards of approval set forth in Section 7071, subsection (d).

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

The foregoing Resolution 2026-_____ was adopted by the Tracy City Council on the 17th day of March, 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: Ordinance 1327 – Adopting a Military Equipment Use Policy Pursuant to California Assembly Bill 481

ORDINANCE 1327

AN ORDINANCE OF THE CITY OF TRACY ADOPTING A MILITARY EQUIPMENT USE POLICY PURSUANT TO CALIFORNIA ASSEMBLY BILL 481

WHEREAS, on September 30, 2021, Governor Gavin Newsom signed into law California Assembly Bill 481 (AB 481), regarding the use of military equipment by law enforcement agencies, and

WHEREAS, AB 481, codified by California Government Code section 7070 through 7075, requires that all law enforcement agencies obtain approval from the applicable governing body, by ordinance, adopting a military equipment use policy prior to taking certain actions relating to the funding, acquisition, or use of military equipment, and

WHEREAS, Government Code section 7070 defines the term “military equipment”, and

WHEREAS, the proposed military equipment policy is found within the Tracy Police
Department Military Equipment Use Policy (Lexipol Policy #708), and

WHEREAS, AB 481 requires that the law enforcement agency make the military equipment use policy available on the law enforcement agency’s website at least 30 days prior to the public hearing relating to the adoption of the military use equipment policy, and

WHEREAS, the Tracy Police Department Military Equipment Use Policy was published
on the Tracy Police Department’s internet website on March 4, 2022, at least 30 days before the public hearing, and

WHEREAS, the Tracy Police Department Military Equipment Use Policy meets the requirements of Government Code section 7070, subdivision (d).

NOW THEREFORE, the City Council of the City of Tracy does ordain as follows:

SECTION 1: The City Council hereby determines the following:

A. The military equipment identified in the Tracy Police Department’s Military Equipment Use Policy (Lexipol Policy #708) is necessary because there are no reasonable alternatives that can achieve the same objectives of officer and civilian safety;

B. Tracy Police Department’s Military Equipment Use Policy (Lexipol Policy #708) will safeguard the public’s welfare, safety, civil rights, and civil liberties;

C. Prior military equipment use complied with the military equipment use policy that

was in effect at the time; and

D. Tracy Police Department's Military Equipment Use Policy (Lexipol Policy #708) is hereby approved and adopted.

SECTION 2: If any provision or the application of this Ordinance is for any reason held to be unconstitutional, invalid, or otherwise unenforceable, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have adopted each subsection or provision of this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed, and the balance of the Ordinance enforced.

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

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

* *

The foregoing Ordinance 1327 was introduced at a regular meeting of the Tracy City Council on the 5th day of April 2022, and finally adopted on the 19th day of April 2022, by the following vote:

AYES: COUNCIL MEMBERS: ARRIOLA, BEDOLLA, DAVIS, VARGAS, YOUNG

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

ABSTAIN: COUNCIL MEMBERS: NONE

SIGNED: Nancy D. Young, Mayor

ATTESTED: Adrianne Richardson, City Clerk

A copy of the Tracy Police Department Military Equipment Use Policy (Lexipol Policy #708) can be viewed upon request by making an appointment with the City Clerks Office.

March 17, 2026

Agenda Item 1.O

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution for the Traffic Signal Installation and Roadway Widening at the Corral Hollow Road and Valpico Road Intersection, Capital Improvement Project 72095:

1) **Appropriating funds from the Annual Pavement Management Plan – Fiscal Year 24/25, Capital Improvement Project 73196, in the amount of $420,000 from (F301) to CIP 72095;**

2) **Approving a revised construction contingency amount not-to-exceed $691,306 for the construction contract awarded to Dirt Dynasty, Inc. of Farmington, California, pursuant to Resolution No. 2023-222; and**

3) **Authorizing the City Manager to approve change orders up to the revised contingency amount, if needed.**

EXECUTIVE SUMMARY

This agenda item seeks the adoption of a resolution by City Council approving a revised construction contingency amount not-to-exceed $691,306 for the construction contract awarded to Dirt Dynasty, Inc., of Farmington, California for the Traffic Signal Installation and Roadway Widening at Corral Hollow Road and Valpico Road Intersection, Capital Improvement Project (CIP) 72095 (Project). This Project was awarded pursuant to Resolution No. 2023-222 adopted by City Council on November 7, 2023. Due to outside utility relocation delays and increased material costs, an increased contingency is required to complete the Project. This agenda item also seeks granting authorization to the City Manager to approve contract change orders up to the revised contingency amount, if needed. To support this request, staff is seeking to appropriate funds from the Annual Pavement Management Plan – Fiscal Year 24/25, CIP 73196, in the amount of $420,000 from (F301) to CIP 72095.

BACKGROUND AND LEGISLATIVE HISTORY

The Project is currently under construction to install the traffic signals at Corral Hollow Road and Valpico Road intersection, along with lane transitions from the existing two lanes to the widened Valpico Road at the intersection. Other improvements will include, but are not limited to, the removal and replacement of existing curb, gutter, sidewalk, ADA-compliant access ramp, and driveway approaches; the installation of street lighting; and the relocation of fire hydrants, drop inlets, catch basins, signage, and construction of new roadway pavement and striping. These improvements will conform to the ultimate buildout planned for the area.

On November 7, 2023, by Resolution No. 2023-222, the City Council awarded the construction contract to Dirt Dynasty, Inc., of Farmington, California, for a total base bid amount of $2,765,226 with an overall Project cost not-to-exceed amount of $3,629,321.

The Project required Utility Pole relocation and the City entered into an Actual Cost Contract (ACC) with Pacific Gas & Electric (PG&E) to perform the required services. During relocation, PG&E encountered unforeseen site conditions, which required a revision to the construction plans and schedule, prompting the request to amend the ACC. On October 1, 2024, Resolution No. 2024-168 authorized Amendment No. 1 to cover the additional cost associated with the unforeseen conditions.

ANALYSIS

This Project has experienced cost increases resulting from a combination of unforeseen conditions and necessary scope adjustments. These factors were beyond the control of both City and Contractor. Delays caused by dry utility agencies have extended the Project timeline, resulting in increased labor rates.

Additionally, underground utilities installed by nearby developments after the Project's design was completed require direct tie-ins to the new system. The Project required a material change from the originally specified PVC pipe to ductile iron pipe for the recycled water system to maintain compatibility with adjacent recycled water infrastructure serving the Tracy Lakes and Avenues developments. These adjustments have increased labor, materials, and coordination beyond what was anticipated at the time of bidding and the original contract award.

Staff requests to increase the contingency by an additional 15% to bring the not-to-exceed total to $691,306. Staff also requests the City Council grant authorization to the City Manager to approve change orders up to the revised contingency amount to ensure the Project timeline is not further delayed.

FISCAL IMPACT

This Project is an approved Capital Improvement Project (CIP) to design and construct traffic signals at the Corral Hollow and Valpico Road Intersection. Staff requests a transfer of funds from (F301) in the amount of $420,000 from CIP 73196, the Annual Pavement Management Plan – Fiscal Year 24/25, and appropriate to the Project as follows:

Funding Source	Budget	Expensed	Encumbered	Balance
331 - Ellis Area Traffic Fees	$ 404,482	$ 301,797	$ 81,280	$ 21,405
363 - Tracy Master Plan Traffic Fees	$ 2,615,202	$ 1,079,192	$ 1,416,863	$ 119,147
375 - CORE Area Traffic Fees	$ 847,608	$ 560,196	$ 267,388	$ 20,024
Current Budget	$ 3,867,292	$ 1,941,185	$ 1,765,531	$ 160,576
Transfer from CIP 73196 to CIP 72095				
301 - General Projects	$ 420,000	$ -	$ -	$ 420,000
Revised Budget	$ 4,287,292	$ 1,941,185	$ 1,765,531	$ 580,576

COORDINATION

For the utility relocation portion of the Project, the City's Engineering division of Public Works coordinated with the contractor and dry utility companies, including PG&E, Comcast, and AT&T.

CEQA DETERMINATION

The Project is within the scope of the previously adopted CEQA (California Environmental Quality Act) document for the Corral Hollow Widening Corridor, approved under Resolution No. 2018-029, and there is no new information or modifications that warrant a Subsequent or Supplemental CEQA document pursuant to CEQA Guidelines Section 15162. No further environmental review is necessary.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Infrastructure Goal to enhance the City's Roadways and Sidewalks.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution for the Traffic Signal Installation and Roadway Widening at the Corral Hollow Road and Valpico Road Intersection, Capital Improvement Project 72095:

1) Appropriating funds from the Annual Pavement Management Plan – Fiscal Year 24/25, Capital Improvement Project 73196, in the amount of $420,000 from (F301) to CIP 72095;

2) Approving a revised construction contingency amount not-to-exceed $691,306 for the construction contract awarded to Dirt Dynasty, Inc. of Farmington, California, pursuant to Resolution No. 2023-222; and

3) Authorizing the City Manager to approve change orders up to the revised contingency amount, if needed.

Prepared by: Padmanjali Vanka, Junior Engineer
Habibullah Habib, PE, Senior 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

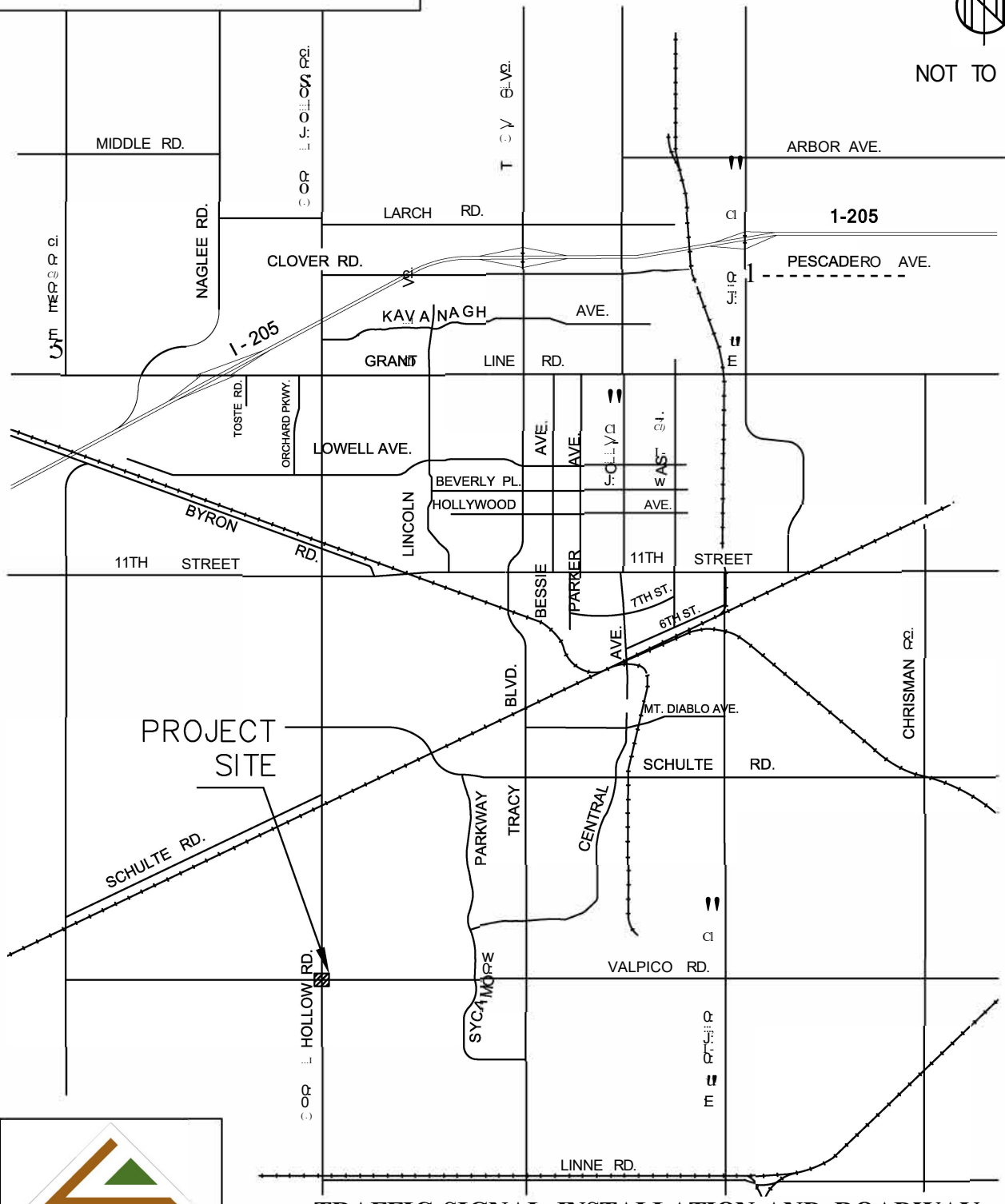
Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS:

Attachment A – Location Map

CITY OF TRACY

NOT TO SCALE



TRAFFIC SIGNAL INSTALLATION AND ROADWAY WIDENING AT CORRAL HOLLOW ROAD AND VALPICO ROAD INTERSECTION

CIP 72095

LOCATION MAP

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2026-_____

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1) **APPROPRIATING FUNDS FROM THE ANNUAL PAVEMENT MANAGEMENT PLAN – FISCAL YEAR 24/25, CAPITAL IMPROVEMENT PROJECT 73196, IN THE AMOUNT OF $420,000 FROM (F301) TO CIP 72095;**

2) **APPROVING A REVISED CONSTRUCTION CONTINGENCY AMOUNT NOT-TO-EXCEED $691,306 FOR THE CONSTRUCTION CONTRACT AWARDED TO DIRT DYNASTY, INC., OF FARMINGTON, CALIFORNIA, PURSUANT TO RESOLUTION NO. 2023-222; AND**

3) **AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO THE REVISED CONTINGENCY AMOUNT, IF NEEDED.**

WHEREAS, this Traffic Signal Installation and Roadway Widening at Corral Hollow Road and Valpico Road Intersection, Capital Improvement Project (CIP) 72095 (Project) is an approved Capital Improvement Project and is actively under construction. The Project will construct the traffic signals at Corral Hollow Road and Valpico Road intersection, along with lane transitions from the existing two lanes to the widened Valpico Road at the intersection; and

WHEREAS, other improvements will include, but are not limited to, the removal and replacement of existing curb, gutter, sidewalk, ADA-compliant access ramp, and driveway approaches; the installation of street lighting; and the relocation of fire hydrants, drop inlets, catch basins, signage, and construction of new roadway pavement and striping. These improvements will conform to the ultimate buildout planned for the area; and

WHEREAS, on November 7, 2023, by Resolution No. 2023-222, the City Council awarded the construction contract to Dirt Dynasty, Inc., of Farmington, California, for a total base bid amount of $2,765,226 with an overall Project cost not-to-exceed amount of $3,629,321; and

WHEREAS, the Project required Utility Pole relocation and the City entered into an Actual Cost Contract (ACC) with Pacific Gas & Electric (PG&E) to perform the required services. During relocation, PG&E encountered unforeseen site conditions, which

required a revision to the construction plans and schedule, prompting the request to amend the ACC. On October 1, 2024, Resolution No. 2024-168 authorized Amendment No. 1 to cover the additional cost associated with the unforeseen conditions; and

WHEREAS, this Project has experienced cost increases resulting from a combination of unforeseen conditions and necessary scope adjustments. These factors were beyond the control of both City and Contractor. Delays caused by dry utility agencies have extended the Project timeline, resulting in increased labor rates; and

WHEREAS, additionally, underground utilities installed by nearby developments after the Project's design was completed require direct tie-ins to the new system. The Project required a material change from the originally specified PVC pipe to ductile iron pipe for the recycled water system to maintain compatibility with adjacent recycled water infrastructure serving the Tracy Lakes and Avenues developments. These adjustments have increased labor, materials, and coordination beyond what was anticipated at the time of bidding and the original contract award; and

WHEREAS, staff requests to increase the contingency by an additional 15% to bring the not-to-exceed total to $691,306. Staff also requests the City Council grant authorization to the City Manager to approve change orders up to the revised contingency amount to ensure the Project timeline is not further delayed; and

WHEREAS, this Project is an approved Capital Improvement Project (CIP) to design and construct traffic signals at the Corral Hollow and Valpico Road Intersection. Staff requests a transfer of funds from (F301) in the amount of $420,000 from CIP 73196, the Annual Pavement Management Plan – Fiscal Year 24/25, and appropriate to the Project as follows:

Funding Source	**Budget**	**Expensed**	**Encumbered**	**Balance**
331 - Ellis Area Traffic Fees	$ 404,482	$ 301,797	$ 81,280	$ 21,405
363 - Tracy Master Plan Traffic Fees	$ 2,615,202	$ 1,079,192	$ 1,416,863	$ 119,147
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Current Budget	$ 3,867,292	$ 1,941,185	$ 1,765,531	$ 160,576
Transfer from CIP 73196 to CIP 72095 301 - General Projects	$ 420,000	$ -	$ -	$ 420,000
Revised Budget	$ 4,287,292	$ 1,941,185	$ 1,765,531	$ 580,576

; and

WHEREAS, for the utility relocation portion of the Project, the City's Engineering division of Public Works coordinated with the contractor and dry utility companies, including PG&E, Comcast, and AT&T; and

WHEREAS, the Project is within the scope of the previously adopted CEQA document for the Corral Hollow Widening Corridor, approved under Resolution No. 2018-029, and there is no new information or modifications that warrant a Subsequent or Supplemental CEQA document pursuant to CEQA Guidelines Section 15162. No further environmental review is necessary; and

WHEREAS, this agenda item supports the City of Tracy's Infrastructure Goal to enhance the City's Roadways and Sidewalks; and

RESOLVED: That the City Council of the City of Tracy approves appropriating funds from the Annual Pavement Management Plan – Fiscal Year 24/25, Capital Improvement Project 73196, in the amount of $420,000 from (F301) to CIP 72095.

FURTHER RESOLVED: That the City Council of the City of Tracy, hereby, approves a revised construction contingency amount not to exceed $691,306 for the construction contract awarded to Dirt Dynasty, Inc., of Farmington, California, Pursuant to Resolution No. 2023-222; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy authorizes the City Manager to approve change orders up to the revised contingency amount, if needed; and be it

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

The foregoing Resolution 2026-_____ was adopted by the Tracy City Council on the 17th day of March 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

March 17, 2026

Agenda Item 1.P

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution (1) Approving the execution of a Master Professional Services Agreement for On-Call Roadway and Utility Design Services with Kimley-Horn and Associates, Inc. a North Carolina Corporation, for an initial term of three years, with a retroactive effective date as of March 16, 2026, for a total not-to-exceed amount of $600,000 per fiscal year for City-funded projects only, and specifying that developer-funded projects with Cost Recovery Agreements may be awarded on a per-contract basis, 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 Kimley-Horn and Associates, Inc., a North Carolina Corporation, (Consultant) for services for On-Call roadway and utility design services. This MPSA (Attachment A) will be for an initial term of three years, with a retroactive effective date as of March 16, 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 Professional Services 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 roadway and intersection design, traffic signals and traffic control devices, bicycle and pedestrian planning and design, Americans with Disabilities Act (ADA) compliance, sidewalk, curb and gutter improvements, storm drainage systems, intelligent transportation systems, and utility engineering.

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 City-funded projects only. Any developer-funded projects with Cost Recovery Agreements may be awarded on a per-contract basis for each MPSA. Staff asks that City Council approve the MPSA to be retroactively effective as of March 16, 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 (1) Approving the execution of a Master Professional Services Agreement for On-Call Roadway and Utility Design Services with Kimley-Horn and Associates, Inc. a North Carolina Corporation, for an initial term of three years, with a retroactive effective date as of March 16, 2026, for a total not-to-exceed amount of $600,000 per fiscal year for City-funded projects only, and specifying that developer-funded projects with Cost Recovery Agreements may be awarded on a per-contract basis, and (2) Authorizing two administrative options to extend for a one-year term each.

Prepared by: Bernardo Bustamante, Senior Civil Engineer

Reviewed by: Even Marcelo, PE, City Engineer
Sharat Bangugula, PE, Assistant 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 Kimley-Horn and Associates, Inc. for On-Call Roadway and Utility Design Services

CITY OF TRACY
MASTER PROFESSIONAL SERVICES AGREEMENT WITH
Kimley-Horn and Associates, 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 Kimley-Horn and Associates, Inc., a North Carolina 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. ,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 March 17, 2026 pursuant to City Council Resolution No. _____.

E. Parties hereby intend and agree that the Agreement shall be effective as of March 16, 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: John Pulliam, PE., Principal-in-Charge**.** Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit A, nor shall Consultant use or replace any subcontractor or subconsultant, without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel or subcontractor/subconsultant may result in the termination of this Agreement.

1.1 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 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.

2.1 Term. The term of this Agreement shall commence on March 16, 2026 and expire and terminate automatically on March 15, 2029 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.

3.1 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") for City-funded projects only. Any developer-funded projects with Cost Recovery Agreements may be awarded on a per-contract basis. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. Effective July 1, 2026, Consultant 's billing rates under this agreement may be annually increased in July of each year by the lesser of 3% or the annual increase 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.

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

3.2 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.

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

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

3.2.3 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.

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

3.4 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 to the extent arising out of Consultant's negligence, recklessness or willful misconduct in the 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 "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.

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than $4,000,000 general

aggregate and $2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

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

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

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

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

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

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

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

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

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

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

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

6. Termination.

6.1 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.

6.2 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.

6.3 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.

To City:

Even Marcelo, PE
City Engineer
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:

Kimley-Horn and Associates, Inc.
Attn: John Pulliam, PE
4637 Chabot Drive, Suite 300
Pleasanton, CA 94588

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

12. Miscellaneous.

12.1 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.

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 shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

12.4 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.

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, whether or not those 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 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.

12.8 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.

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

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 shall not apply hereto.

12.11 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.

12.12 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.

12.13 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]

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
Kimley-Horn and Associates, Inc., a North Carolina Corporation

paragmehta

By: Parag Metha, P.E.
Title: Vice President
Date: 3/9/2026

Federal Employer Tax ID No. 56-0885615

John Pulliam

By: John Pulliam, P.E.
Title: Assistant Corporate Secretary
Date: 3/9/2026

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

EXHIBIT A

Services

Statement of Qualifications for

On-Call Road and Utility Design Services

Exhibit C: Scope of Work Matrix

EXHIBIT "C"
SCOPE OF WORK MATRIX

Name of Proposer	Kimley-Horn and Associates, Inc.
On-call Services Requested by City	On-Call Services Proposer Desires to Perform (Check all that apply)
Roadway Design Services including but not limited to the design of the following:	
1. Design of existing and new roadways	✓
2. Roadway widening	✓
3. Roadway repair safety enhancements.	✓
4. Intersection improvements.	✓
5. ADA compliance.	✓
6. Sidewalk, Curb and gutter improvements	✓
7. Bicycle facility improvements.	✓
Utility Design Services including but not limited to the design of the following:	
1. Potable and Non-Potable Water Facilities	✓
2. Sewer System Facilities including Lift Stations	✓
3. Storm Drain System Facilities including Pump Stations	✓
4. Joint Trench Facilities including PG&E Rule 20A components	
5. Street Lighting	✓

EXHIBIT B

Compensation

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	*Rate*
Analyst I	$150 - $190
Analyst II	$195 - $245
Professional	$245 - $275
Senior Professional I	$290 - $355
Senior Professional II	$380 - $440
Senior Technical Support	$135 - $315
Technical Support	$110 - $190
Support Staff	$100 - $165

Effective through June 30, 2026

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

SEQUOIA Ecological Consulting, Inc.

2024-2028
HOURLY RATE SCHEDULE

Environmental Services	2024	2025	2026	2027	2028
Field Technician 1	$90	$95	$99	$104	$109
Field Technician 2	$105	$110	$116	$122	$128
Field Technician 3	$115	$121	$127	$133	$140
Staff Biologist 1	$120	$126	$132	$139	$146
Staff Biologist 2	$125	$131	$138	$145	$152
Staff Biologist 3	$130	$137	$143	$150	$158
Associate Biologist 1	$135	$142	$149	$156	$164
Associate Biologist 2	$140	$147	$154	$162	$170
Associate Biologist 3	$145	$152	$160	$168	$176
Project Biologist 1	$150	$158	$165	$174	$182
Project Biologist 2	$155	$163	$171	$179	$188
Project Biologist 3	$160	$168	$176	$185	$194
Resource Specialist 1	$165	$173	$182	$191	$201
Resource Specialist 2	$170	$179	$187	$197	$207
Resource Specialist 3	$175	$184	$193	$203	$213
Senior (Sr.) Biologist 1	$180	$189	$198	$208	$219
Sr. Biologist 2	$185	$194	$204	$214	$225
Sr. Biologist 3	$190	$200	$209	$220	$231
Sr. Scientist 1	$200	$210	$221	$232	$243
Sr. Scientist 2	$210	$221	$232	$243	$255
Sr. Scientist 3	$220	$231	$243	$255	$267
Sr. Technical Specialist 1	$230	$242	$254	$266	$280
Sr. Technical Specialist 2	$240	$252	$265	$278	$292
Sr. Technical Specialist 3	$250	$263	$276	$289	$304
Sr. Regulatory Specialist 1	$260	$273	$287	$301	$316
Sr. Regulatory Specialist 2	$270	$284	$298	$313	$328
Sr. Regulatory Specialist 3	$280	$294	$309	$324	$340
Botanist/Arborist Services					
Botanist/Arborist 1	$135	$135	$142	$149	$156
Botanist/Arborist 2	$150	$150	$158	$165	$174
Botanist/Arborist 3	$165	$165	$173	$182	$191
Sr. Botanist/Arborist 1	$185	$185	$194	$204	$214
Sr. Botanist/Arborist 2	$200	$200	$210	$221	$232
Sr. Botanist/Arborist 3	$215	$215	$226	$237	$249
Administrative Support Services					
Clerical	$110	$116	$121	$127	$134
Project Administrator	$135	$142	$149	$156	$164
Technical Editor I	$150	$158	$165	$174	$182
Technical Editor II	$160	$168	$176	$185	$194
Technical Editor III	$170	$179	$187	$197	$207
Senior Technical Editor	$195	$205	$215	$226	$237

Env. Project Mgm't.	2024	2025	2026	2027	2028
Assistant Project Manager 1	$165	$173	$182	$191	$201
Assistant Project Manager 2	$170	$179	$187	$197	$207
Assistant Project Manager 3	$175	$184	$193	$203	$213
Project Manager 1	$180	$189	$198	$208	$219
Project Manager 2	$185	$194	$204	$214	$225
Project Manager 3	$190	$200	$209	$220	$231
Project Manager 4	$200	$210	$221	$232	$243
Project Manager 5	$210	$221	$232	$243	$255
Project Manager 6	$220	$231	$243	$255	$267
Senior Project Manager 1	$230	$242	$254	$266	$280
Senior Project Manager 2	$240	$252	$265	$278	$292
Senior Project Manager 3	$250	$263	$276	$289	$304
Program Manager 1	$260	$273	$287	$301	$316
Program Manager 2	$270	$284	$298	$313	$328
Program Manager 3	$280	$294	$309	$324	$340
Principal 1	$290	$305	$320	$336	$352
Principal 2	$300	$315	$331	$347	$365
Principal 3	$310	$326	$342	$359	$377
Senior Principal 1	$320	$336	$353	$370	$389
Senior Principal 2	$330	$347	$364	$382	$401
Senior Principal 3	$340	$357	$375	$394	$413
Geographic Information Services (GIS)					
GIS Technician 1	$135	$142	$149	$156	$164
GIS Technician 2	$145	$152	$160	$168	$176
GIS Technician 3	$155	$163	$171	$179	$188
GIS Analyst 1	$165	$173	$182	$191	$201
GIS Analyst 2	$175	$184	$193	$203	$213
GIS Analyst 3	$185	$194	$204	$214	$225
GIS Project Manager 1	$200	$210	$221	$232	$243
GIS Project Manager 2	$210	$221	$232	$243	$255
GIS Project Manager 3	$220	$231	$243	$255	$267
GIS Specialist 1	$230	$242	$254	$266	$280
GIS Specialist 2	$240	$252	$265	$278	$292
GIS Specialist 3	$250	$263	$276	$289	$304
GIS Program Manager 1	$260	$273	$287	$301	$316
GIS Program Manager 2	$270	$284	$298	$313	$328
GIS Program Manager 3	$280	$294	$309	$324	$340

Other Direct Costs

Regular Vehicle (GSA Rate)	$0.67/mile
Submeter GPS	$100/day
UTV and Trailer	$95/day
Fleet Vehicle	$95/day
iPad	$10/day
Wildlife Remote Camera	$20/ day
Acoustic Bat Monitor	$35/day
Kayak Kit	$75/day
Survey Flashlight (Streamlight)	$12.50/day
Aquatic Survey Sampling Kit	$25/person/day
Drone/sUAS	$250/day
Wetsuit	$70/week
Drysuit	$195/week
YSI ProDSS Water Quality Meter	$125/day

Expense Reimbursement/Other:

1. Computer, facsimile, and telephone are included in the billing rates, and there is no additional charge.
2. Reproduction, equipment, and other direct expenses are reimbursed at cost plus a 15% administrative handling charge (excluding mileage).
3. Subconsultants will be billed at their indicated rate plus a 15% administrative handling charge; or the Sequoia labor category commensurate with their role.
4. Depending upon location, Per Diem may be charged where overnight stays are required.
5. Weekly or monthly equipment rates at a reduced amount may be available on a contract-specific basis.
6. Expert Witness Testimony, including Depositions, is billed at the time and half.
7. Non-standard invoice processing will be billed at standard hourly rates for support personnel.
8. Sequoia will review our hourly rates annually and may choose to escalate our rate sheet depending on changes to the cost- of living- index and other factors.
9. Hours beyond 8 hours per day are charged at an overtime rate of 1.5 times our standard hourly rates for qualifying personnel.

   To comply with California Labor Code 512 and California Code of Regulations 11040, if on-site conditions prohibit personnel from taking required breaks, one additional hour of time will be billed per day for qualifying staff covered under the regulations.

terracon

Fee Schedule

PERSONNEL	HOURLY RATE
Principal Engineer	$310.00
Senior Engineer / Department Manager	$270.00
Professional Geologist/Engineer	$250.00
Project Manager	$240.00
Project Geologist/Engineer	$200.00
Senior Staff Engineer	$190.00
Staff Engineer	$180.00
Field Engineer (Prevailing Wage)	$195.00
Field Geologist/Engineer (Non Prevailing Wage)	$150.00
Engineering/Laboratory Technician	$135.00
GIS Analyst	$200.00
CAD Analyst	$150.00
Administrative	$130.00
Drilling/Sampling (2-Person Crew for Auger only) Day Rate	$495.00
Hand-Auger (1-Person Crew)	$250.00

ADMINISTRATIVE	HOURLY RATE
Final Compliance Letter	$450/each
Mileage Charge*	$1.35/mile
Direct Costs (Equipment Rental, Supplies, Per Diem)	Cost +20%
**Mileage only. Personnel time will be charged from portal to portal.*	

Notes

- The rates above assume all projects will be subject to California's Prevailing Wage law, as applicable. Shift rates are not included and if needed shall be requested.
- Time worked more than 8 hours daily, and Saturdays will be charged 1.5 times the hourly rate. Time worked on Holidays, Sundays, Saturdays after 8 hours, and weekdays after 12 hours will be charged twice the hourly rate.
- The rates above will be applicable for the term of the contract, until May 2027.
- Lab and drilling rates shall be provided upon request.

UNICO ENGINEERING

110 Blue Ravine Rd – Suite 101
Folsom, CA 95630
916-900-6623
www.unicoengineering.com

RATE SCHEDULE

UNICO Engineering, Inc.
2024-2027

CLASSIFICATION	FULLY LOADED HOURLY RATE RANGE 2024		FULLY LOADED HOURLY RATE RANGE 2025		FULLY LOADED HOURLY RATE RANGE 2026		FULLY LOADED HOURLY RATE RANGE 2027	
Principal Land Surveyor	$ 242.47	$ 280.72	$ 249.74	$ 289.14	$ 257.24	$ 297.82	$ 264.95	$ 306.75
Survey Manager	$ 215.53	$ 229.68	$ 222.00	$ 236.57	$ 228.66	$ 243.67	$ 235.52	$ 250.98
Senior Land Surveyor	$ 161.65	$ 191.40	$ 166.50	$ 197.14	$ 171.49	$ 203.06	$ 176.64	$ 209.15
Staff Land Surveyor	$ 107.76	$ 153.12	$ 111.00	$ 157.71	$ 114.33	$ 162.45	$ 117.76	$ 167.32
Party Chief (Prevailing Wage)	$ 188.59	$ 229.68	$ 194.25	$ 236.57	$ 200.07	$ 243.67	$ 206.08	$ 250.98
Party Chief (Non-Prevailing Wage)	$ 107.76	$ 153.12	$ 111.00	$ 157.71	$ 114.33	$ 162.45	$ 117.76	$ 167.32
Chainman/Rodman (Prevailing Wage)	$ 188.59	$ 229.68	$ 194.25	$ 236.57	$ 200.07	$ 243.67	$ 206.08	$ 250.98
Chainman/Rodman (Non-Prevailing Wage)	$ 77.00	$ 127.60	$ 79.31	$ 131.43	$ 81.69	$ 135.37	$ 84.14	$ 139.43
Draftsman/Survey Technician	$ 67.35	$ 89.32	$ 69.37	$ 92.00	$ 71.45	$ 94.76	$ 73.60	$ 97.60
Drone Pilot/Technician	$ 148.18	$ 165.88	$ 152.62	$ 170.86	$ 157.20	$ 175.98	$ 161.92	$ 181.26

- Reimbursement for per diem and mileage expenses shall be per the current federal reimbursement rate.
- Cost of normal survey stakes and other field supplies are included in the above rates. Special monuments, iron stakes, etc. will be charged at cost.
- Outside reproductions, services, and consultants will be charged at cost plus 10%.
- Per prevailing wage, a shift differential of 12.5% applies for any covered work shift beginning after 2PM.
- Yearly prevailing wage anticipates a 3% escallation, however increases in DIR rate determinations will be charged accordingly.
- Overtime rate will be billed at 1.5 times the hourly rate for non-exempt employees

EXHIBIT C - Task Order Form

(See Attached)

[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- _____

---

(1) APPROVING THE EXECUTION OF A MASTER PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL ROADWAY AND UTILITY DESIGN SERVICES WITH KIMLEY-HORN AND ASSOCIATES, INC., A NORTH CAROLINA CORPORATION, FOR AN INITIAL TERM OF THREE YEARS, WITH A RETROACTIVE EFFECTIVE DATE AS OF MARCH 16, 2026, FOR A TOTAL NOT-TO-EXCEED AMOUNT OF $600,000 PER FISCAL YEAR FOR CITY-FUNDED PROJECTS ONLY, AND SPECIFYING THAT DEVELOPER-FUNDED PROJECTS WITH COST RECOVERY AGREEMENTS MAY BE AWARDED ON A PER-CONTRACT BASIS, AND (2) AUTHORIZING TWO ADMINISTRATIVE OPTIONS TO EXTEND FOR A ONE-YEAR TERM EACH.

WHEREAS, the 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 Kimley-Horn and Associates, Inc., a North Carolina 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 City-funded projects only. Any developer-funded projects with Cost Recovery Agreements may be awarded on a per-contract basis.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 Kimley-Horn and Associates, Inc. for an initial term of three years, retroactively effective as of March 16, 2026, and for a total-not to-exceed amount of $600,000 per fiscal year for City-funded projects only and specifying that developer-funded projects with Cost Recovery Agreements may be awarded on a per-contract basis; 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 March 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

March 17, 2026

Agenda Item 3.A

RECOMMENDATION

Staff recommends that the City Council conduct a Public Hearing and adopt a Resolution:

(1) Approving the Community Development Block Grant (CDBG) Estimated Award Allocation Recommendations provided in Attachment A hereto;

(2) Approving the appropriation to the City of Tracy Economic Development Division of the total CDBG and HOME Investment Partnership Program (HOME) Award funds to be determined by San Joaquin County;

(3) Approving the allocation of the County-approved CDBG and HOME Award funds to the Subrecipients in accordance with Award Allocation Recommendations provided in Attachment A hereto; and

(4) Authorizing the City Manager, or their designee, to sign the CDBG Subrecipient Agreements and other implementation documents.

EXECUTIVE SUMMARY

At the Parks, Recreation and Community Services Commission ("Commission") meeting on March 5, 2026, the Commission reviewed and approved the recommended Award Allocation Recommendations to be forwarded to the City Council. Staff brings these recommendations to the City Council for approval. Should Council adopt the accompanying resolution, it would approve the Commission's recommended CDBG funding awards to the City of Tracy and local and regional nonprofit organizations for public services, public facilities and improvement projects, and grant administration, as indicated in Attachment A. HOME funds were not awarded due to a lack of applicants. Alternatively, the Council may elect to modify those recommendations if they see fit. These award recommendations are based on estimates provided to the City of Tracy, if there are changes in the final awards provided by San Joaquin County ("County"), staff will return to Council for their award recommendation at a later date.

BACKGROUND AND LEGISLATIVE HISTORY

The CDBG and HOME programs are grant funds allocated to cities and counties by the United States' Department of Housing and Urban Development (HUD) and have a profound impact on our community. These funds are used in projects, programs, and services that benefit low- and moderate-income persons, by providing decent housing, a suitable living environment and expanding economic opportunities. HUD allocates a portion of funding to the entitlement recipient, the County, who then portions a pass-

through to the City of Tracy. The City reviews, selects, and nominates grant award subrecipients for County approval, which is then sent to HUD for the County's Annual Action Plan (AAP) approval. Upon HUD's acceptance of the County's AAP, the City internally appropriates the approved grant fund amount. It allocates awards to subrecipients, including disbursing funds to subrecipients and receiving reimbursements from the County.

In November 2010, the City Council directed the establishment of a Commission subcommittee to evaluate CDBG/HOME grant applications and make funding allocation recommendations to the City Council. With those recommendations being able to be modified by the Commission and City Council. The purpose of establishing the subcommittee was to encourage meaningful citizen involvement, public examination, and appraisal of the process and enhance program accountability.

The City Council also directed Staff to revise the CDBG/HOME application process so that those agencies that best address the local needs of the Tracy community receive priority funding. These local funding priorities were to be established for five-year terms by a community survey, and they were adopted in 2010 and 2016 and 2024. A five-year term was not adopted in 2021 due to the pandemic and challenges with obtaining citizen participation. The local funding priorities for fiscal years 2025-26 through 2030-31 are listed below in priority order by each program category:

CDBG Local Funding Priorities

Public Services Category:

(1) Food Distribution Services
(2) Homeless Prevention, Intervention and Transitional Housing Services
(3) Youth Education and Enrichment Activities
(4) Senior and Special Needs Services
(5) Economic Development – Workforce Training Programs/Technical Business Assistance and Training
(6) Domestic Violence Services
(7) Economic Development – Support and Expansion of Micro-Businesses (less than five employees)

Public Facilities/Improvements Category:

(1) Public Parks and Community Facilities, e.g., community centers, libraries, parks, etc.
(2) Local Infrastructure Improvements, e.g., streets, sidewalks, water/sewer, etc.
(3) Handicap Accessibility Improvements (ADA)

HOME Local Funding Priorities

(1) Homeless Shelters
(2) Accessibility Improvements
(3) Affordable Housing
(4) Traditional Housing
(5) Homeownership Assistance
(6) Owner Occupied Housing Rehabilitation
(7) Rental Housing Rehabilitation
(8) Senior Housing
(9) Housing for Disabled Individuals
(10) Fair Housing Services
(11) Housing for Larger families

Estimate of Available Funding

The County provided the following estimated allocation amounts of CDBG and HOME funds to be allocated to the City of Tracy in the FY26/27 program year:

Estimated CDBG Funding

Public Services Allocation (15%)		$78,086
Public Improvements/Public Facilities		$358,521
Program Administration		$83,964
	Total	$520,570

Estimated HOME Funding

Home Eligible Activities	Total	$137,920

The actual amounts available for allocation will be based on a final funding determination by HUD, typically available in early fall. HUD regulations, codified in the Code of Federal Regulations (CFR) Title 24, Part 570, require CDBG Public Services allocations to be limited to 15% of the total annual CDBG allocation. Public service activities include but are not limited to:

- Employment services
- Code enforcement
- Education programs
- Services for senior citizens
- Economic development
- Crime prevention and public safety
- Child and youth services
- Public health and substance abuse
- Homeless services
- Recreational services

The remaining 85% of the CDBG annual allocation will be dedicated to public facilities, public improvement projects, and program administration. Public facilities and improvement activities include but are not limited to:

- Acquisition, construction, rehabilitation, or installation of public infrastructure
- Neighborhood facilities, including public schools, libraries, recreational facilities, parks and playgrounds
- Facilities for persons with special needs, such as facilities for the homeless or domestic violence shelters, nursing homes, and group homes for the disabled
- Removal of architectural barriers for persons with severe disabilities

If funding is finalized at an amount different than the estimate provided in this report, Staff will return to Council for their guidance on funding awards.

Application Process and Submittals

On December 4, 2025, at a Commission meeting a three-member subcommittee was appointed to evaluate, score, and rank the CDBG/HOME grant applications and recommend funding allocation for FY26/27.

A Notice of Funding Availability (NOFA) was initially released online on December 15, 2025, with the application deadline of January 22, 2026, at 5PM. Subsequently, the NOFA was published in the Tracy Press on December 19, 2025. An optional, hybrid informational session was held by Staff for prospective applicants at City Hall on January 8, 2026. This session addressed the eligible activities, estimated funding pools and application processes.

On January 22, a total of 14 applications were received. Subsequently, the County submitted an additional 3 multi-city public service applications, bringing the total number of applications received to 17. Of the 17, 1 of them was deemed as an ineligible activity. This application was ineligible because the proposed activity sought funding for fundraising staff time, which does not provide a direct benefit to the community. This brought the total number of eligible applications 16. The number of eligible applications received per category are as follows:

- CDBG Public Service: 13
- CDBG Public Facilities: 3
- HOME: 0

No HOME applications were received. HOME funds are used to fund housing activities to benefit low-income people, including land acquisition, new construction and rehabilitation of affordable housing units. These funds are limited to nonprofit

developers and public housing authorities. The funds will remain in the custody of the County and may be rolled over to the next fiscal year if an eligible project is submitted in the next cycle, if not HOME funds will become available for other County HOME programs.

The subcommittee received applications for review starting on January 30, 2026. Final scoring results were provided by the subcommittee to staff on February 13, 2026.

Parks and Community Services Commission Recommendations

Prior to the Commission meeting, the subcommittee provided individual scores for each application that were averaged to determine a final score for each applicant. The subcommittee met with Staff to discuss the recommended allocations based on their experience reviewing applications.

Historically, the subcommittee has used a CDBG Public Service Funding Formula (Attachment B) to decide the award amounts for ranked projects. The adopted formula for each tier is as follows:

- TIER 1: The top two scoring public services program applications will be funding the requested amount up to a maximum of $12,000
- TIER 2: Applications ranked 3 and 4 will be funded the requested amount up to maximum of $8,000
- TIER 3: Applications ranked 5 and below will receive a $5,000 allocation in order of applicant ranking until funds are exhausted. Any remaining funds less than $5,000 will be distributed to applicants 5 and below until exhausted, so long as it does not exceed Tier 2 max amount and their funding request.

The County requests that the ranking of the applications among each eligible CDBG funding category be a minimum allocation of $5,000 for CDBG Public Service awards and $150,000 for CDBG Public Improvement/Public Facilities awards. However, these amounts can be amended based on the consensus of the subcommittee, Commission or City Council.

Significant changes recommended by the subcommittee and then adopted and recommended by the Commission to City Council include changing the allocations for Tier 3 Public Service recipients, so that every organization receives funding: breaking away from the formula and providing each organization with $4,510.62. In Public Facilities, the subcommittee chose to split the estimated funding pool in three parts for the three proposals submitted. This brought the estimated allocation for each Public Facilities project to $119,507.

The City Council may choose to adopt the funding award recommendations from the Parks Commission or make modifications to the award amounts if so desired. All CDBG/HOME program funding is subject to final approval by the County and HUD.

FISCAL IMPACT

There is no fiscal impact to the General Fund. The City of Tracy, as a subrecipient of the County, estimates an allocated $520,570 in CDBG funds for FY26/27 for use by its selected grantees.

PUBLIC OUTREACH / INTEREST

Economic Development Division staff held an information meeting on CDBG and HOME in person and virtually at City Hall on January 8, 2026. This meeting provided insight into eligible activities, estimated funding pools, and application processes.

COORDINATION

Economic Development Division staff coordinated with Parks, Recreation, and Community Services staff and the Parks and Community Services Commission and Subcommittee

CEQA DETERMINATION

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

STRATEGIC PLAN

This agenda item supports several City strategic initiatives as follows:

City Council Strategic Priorities FY25-27

Infrastructure – Goal 1: Enhance the City’s Roadways and Sidewalks
Infrastructure – Goal 2: Enhance the City's Parks and Public Spaces

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council conduct a Public Hearing and adopt a Resolution: (1) Approving the Community Development Block Grant (CDBG) Estimated Award Allocation Recommendations provided in Attachment A hereto; (2) Approving the appropriation to the City of Tracy Economic Development Division of the total CDBG and HOME Investment Partnership Program (HOME) Award funds to be determined by San Joaquin County; (3) Approving the allocation of the County-approved CDBG and HOME Award funds to the Subrecipients in accordance with Award Allocation Recommendations provided in Attachment A hereto; and (4) Authorizing the City Manager, or their designee, to sign the CDBG Subrecipient Agreements and other implementation documents.

Prepared by: Alexandra Pineda, Economic Development Analyst
Reviewed by: Jorge T. Barrera, J.D., Economic Development Manager
Forrest Ebbs, Director of Community and Economic Development
Sara Castro, Finance Director
L. David Nefouse, City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A – Award Allocation Recommendations
Attachment B – Funding Allocation Formula
Attachment C – CDBG Subrecipient Agreement

Attachment A

City of Tracy

2026-2027 CDBG/HOME Sub-Committee of the Parks & Community Services Commission

Funding Recommendations

2026-2027 Funding Available to City of Tracy		
CDBG Public Services	$	78,085.50
CDBG Public Improvements/Public Facilities	$	442,484.50
HOME	$	137,920.00

Timeline	
3/5/2026	Parks Comm. Mtg.: Consider Sub-Committee Recommendations
3/17/2026	City Council Mtg.: Consider/Approve Funding Recommendations

CDBG Public Services

Applicant	Project Title	Local Funding Priority	Funding Request	Score 1	Score 2	Score 3	Avg. Ranking Score	Scoring Rank	Funding Formula Tier	Funding Recommendation based on Formula / County Minimum	PCS Subc-Cmte & Cmte Recommendations	Comments
SJ Fair Housing Foundation Inc	San Joaquin Fair Housing	(1) Food Distribution	$ 5,500	101	76	89	88.67	DIRECT	DIRECT	$ 5,500.00	$ 5,500.00	
Boys and Girls Club of Tracy	Food Enrichment Services	(1) Food Distribution	$ 12,000	104	98	102	101.33	1	1	$ 12,000.00	$ 12,000.00	
Emergency Food Bank of Stockton	Mobile Farmers Market	(1) Food Distribution	$ 8,500	104	92	85	93.67	2	1	$ 8,500.00	$ 8,500.00	
Living Hope Services	Transitional Housing / Food Distribution	(1) Food Distribution	$ 22,800	98	95	88	93.67	3	2	$ 8,000.00	$ 8,000.00	
Tracy Community Connections Center	Tracy Homelessness Street Outreach	(2) Homelessness Prevention, Intervention, and Transitional Housing	$ 9,500	101	99	80	93.33	4	2	$ 8,000.00	$ 8,000.00	
Community Partnerships of San Joaquin	Tracy Family Resource Distribution Services	(1) Food Distribution	$ 14,139	104	88	84	92.00	5	3	$ 6,085.50	$ 4,510.62	36,085 / 8 recipients = $4,510.62
Tracy Interfaith	Essential Food Access Project - Feeding Tracy Residents through Economic Uncertainty	(1) Food Distribution	$ 75,000	104	95	77	92.00	6	3	$ 5,000.00	$ 4,510.62	
Prevail	Serenity House	(6) Domestic Violence Services	$ 12,000	92	98	72	87.33	7	3	$ 5,000.00	$ 4,510.62	
VCBC	VCBC Food Pantry	(1) Food Distribution	$ 10,000	102	90	69	87.00	8	3	$ 5,000.00	$ 4,510.62	
SJ County Human Services Agency, Aging and Community Services	Meals on Wheels	(1) Food Distribution	$ 13,389	98	82	80	86.67	9	3	$ 5,000.00	$ 4,510.62	
McHenry	Portion of Night Supervisor's Salary / Family Crisis Intervention Program	(2) Homelessness Prevention, Intervention, and Transitional Housing	$ 12,000	96	91	73	86.67	10	3	$ 5,000.00	$ 4,510.62	
Victorian Christian Church	Warm Food & Caring Hearts for the Unhoused	(1) Food Distribution	$ 5,000	102	77	76	85.00	11	3	$ 5,000.00	$ 4,510.62	
Tracy Seniors Association	TSA Wheelchair Accessible Transportation	(4) Senior and Special Needs Services	$ 5,000	89	67	79	78.33	12	3	NOT FUNDED	$ 4,510.62	
		CDBG Public Services Request	$ 204,828							$ 78,086	$ 78,085	

City of Tracy

2026-2027 CDBG/HOME Sub-Committee of the Parks & Community Services Commission

Funding Recommendations

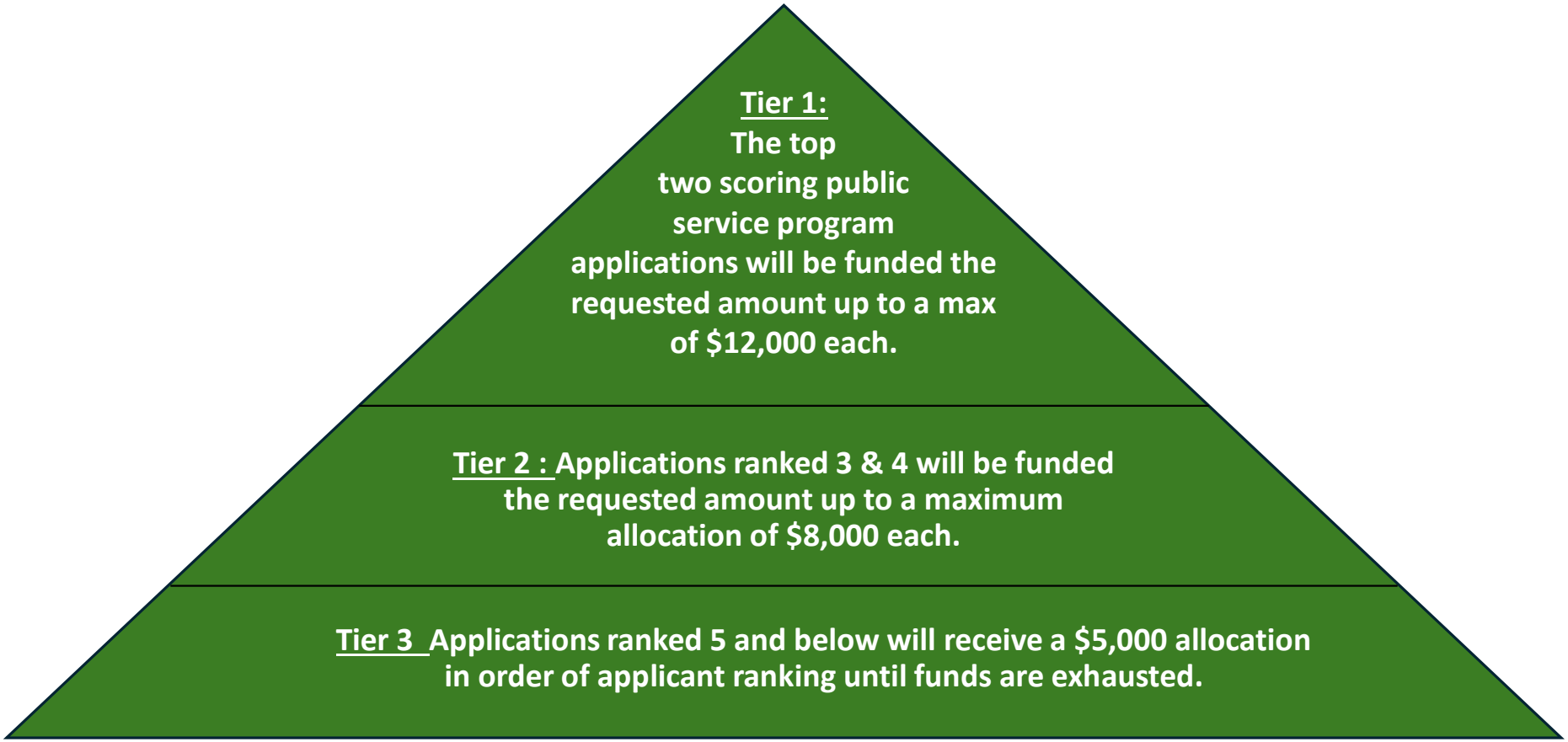
CDBG Public Improvements/Public Facilities

Applicant	Project Title	Local Funding Priority	Funding Request	Score 1	Score 2	Score 3	Sub-Cmte Avg. Score	Scoring Rank	Funding Recommendation based on County Minimum	PCS Subc-Cmte Recommendations		Comments
City of Tracy	Grant Administration	Direct Allocation	$ 83,963.75						$ 83,963.75	$ 83,963.75		
City of Tracy	Shade Structure for Temporary Emergency Housing Facility and permanent station lockers for Navigation Center	(1) Public Parks and Facilities	$ 215,763	100	94	94	96	1	$ 215,763.00	$ 119,506.75		358,520.75 / 3 recipients = $119,506.75
Tracy Learning Center	Synthetic Turf Field	(1) Public Parks and Facilities	$ 200,000	100	92	90	94	2	$ 142,757.50	$ 119,506.75		
City of Tracy	ADA Improvements	(3) Handicap Accessibility Improvements	$ 354,070	93	85	71	83	3	$ -	$ 119,506.75		
		CDBG Public Improvements/Facilities Request	$ 853,797						$ 442,484.25	$ 442,484		

HOME Program

Applicant	Project Title	Local Funding Priority	Funding Request	Score 1	Score 2	Score 3	Sub-Cmte Avg. Score	Scoring Rank	ALLOCATION TIER		PCS Subc-Cmte Recommendations	Comments
There were no eligible applications.												
		HOME Program Request: $0									$ -	

Attachment B



ATTACHMENT C

AGREEMENT BETWEEN THE CITY OF TRACY
AND _____
FOR COMMUNITY DEVELOPMENT BLOCK GRANT
FUNDING FOR FISCAL YEAR 2024-2025

THIS AGREEMENT entered into this ____ day of _____ 202b y and between the City of Tracy (herein called the "Grantee") and _____. (herein called the "Subrecipient"). Grantee and Subrecipient are collectively referred to as the “Parties” or individually as “Party.”

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 (the “Act”); and,

WHEREAS, The City of Tracy’s City Council, on _____, authorized the City Manager to execute funding agreements with Subrecipients, under Resolution No. _____.

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds to the benefit of low-income residents;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SUBRECIPIENT OBLIGATIONS.

A. Use of CDBG Funds. The Subrecipient will be responsible for administering a CDBG fiscal year 2024 - 2025 program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Subrecipient hereby agrees to use the CDBG funds provided to Subrecipient solely for the Project, and specific Project objectives, more specifically set forth in **Exhibit A** (“**Project**”). The CDBG funds shall be used solely to reimburse the actual expenses incurred by Subrecipient for the project as set forth in the "**Budget**" attached hereto as **Exhibit C** and incorporated herein by reference.

B. National Objectives. The Subrecipient certifies that the Project activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives: 1) benefit low/moderate income persons, 2) aid in the prevention or elimination of slums of blight, or 3) meet community development needs having a particular urgency, as defined in 24 CFR Part 570.208. Subrecipient shall be required to repay the Grantee for any CDBG funds expended by Subrecipient on any project, or portion thereof, that does not meet a national objective as defined above.

The SUBRECIPIENT hereby represents, warrants, and certifies that the Project activities carried out under this Agreement will meet the National Objective 570.201 (E).

C. Staffing. Staffing is the responsibility of the Subrecipient. The Subrecipient will provide staff assistance in preparing and submitting invoices to the Grantee for payment of CDBG funds.

E. Performance Monitoring. The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to

correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

For purposes of implementing this Agreement and monitoring Subrecipient's performance, Grantee will appoint a Project Liaison that will coordinate with the Subrecipient. The parties will meet as necessary to provide for the efficient and smooth implementation of this Agreement and the activities contained herein.

F. Subrecipient Representations. Subrecipient hereby represents and warrants that:

1) it has read and is familiar with all of the terms and provisions of the Act and the regulations applicable to Subrecipient;

2) is a nonprofit organization permitted to receive CDBG funds under the Act and related regulations; and

3) the use of the facility, the Project, and/or the expenses to be reimbursed by the CDBG funds, as described in the budget below are permitted uses of CDBG funds under the Act and the related regulations.

G. Federal Award Identification.
Federal award identification information regarding the funding provided to Subrecipient by this Agreement, as required by 24 CFR 200.331, is included in **Exhibit B**, attached hereto and incorporated herein.

II. TERM.

Unless earlier terminated as provided for herein, the term of this Agreement shall start on the first Day of July, 2024 and expire on the 30th day of June 2025 (the "**Term**"). The Term shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income.

III. BUDGET.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the Project Budget and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. The Grantee and the Subrecipient must approve any amendments to the Project Budget in writing.

IV. DISBURSEMENT OF CDBG FUNDS.

A. Maximum Amounts. It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed _____ **Dollars** (**$ AMOUNT) For Public Improvements/Public Services**. CDBG funds shall be used solely to reimburse the actual expenses incurred by Subrecipient for the project as set forth in the Budget.

B. Disbursement Procedure. Not more frequently than monthly and no less than quarterly, Subrecipient shall submit an invoice to Grantee, in a form acceptable to the Grantee, setting forth the amounts actually expended by Subrecipient for the Project. Said invoice shall, at a minimum, set forth each budget category for which reimbursement is sought, a description of the expense, the total budgeted amount for the category, the amount requested to be reimbursed for each

budget category, and the total amount expended for each budget category to date. Said invoice shall be accompanied with such additional supporting information as requested by the Grantee, including, but not limited to, paid receipts for each expense.

C. Conditions of Disbursement. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200. Subrecipient shall be required to repay the Grantee for any CDBG funds expended by Subrecipient on any Project, or portion thereof, that does not meet a national objective as defined above.

D. Account Management Standards. The Subrecipient shall certify that the Subrecipient's financial system is in accordance with the standards specified in OMB Circular 110, or 24 CFR Part 84.

V. NOTICES

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail to the following contract representatives:

Grantee	Subrecipient
Midori Lichtwardt	Name
City Manager	Title
City of Tracy	Organization
333 Civic Center Drive	Address
Tracy, CA 95376	City, State, Zip Code
O: 209-831-6115	O: XXX-XXX-XXXX
F: 209-831-6120	F: XXX-XXX-XXXX

Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Paragraph.

VI. SPECIAL CONDITIONS

Not Applicable.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including but not limited to Subpart K of 24 CFR Part 570. The Subrecipient also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this contract, including but not limited to 2 CFR Part 200. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Subrecipient shall obtain, at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the project.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent subrecipient. Subrecipient shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of Grantee.

C. Indemnification and Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges, liabilities, costs and expenses (including attorneys' fees) and judgments whatsoever that arise out of or in connection with, either directly or indirectly, the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

E. Grantor Recognition

The Subrecipient shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

F. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body, if necessary. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

G. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service in Paragraph I.A above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein after Grantee provides notice and a

reasonable opportunity to cure; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee or is otherwise adjudicated to be in compliance.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR Part 84.21-28, 2 CFR Part 200 and agrees to adhere to the accounting principles required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR Part 230 "Cost Principles for Non-Profit Organizations," or 2 CFR Part 215-220 "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506 and additionally outline in 2 CFR Part 200, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program;
c. Records required determining the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR Part 570.502, and 24 CFR Part 84.21-28 and 2 CFR Part 200; and
g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of five (5) years after the termination of all activities funded under this Agreement. The retention period starts from the date of submission of the consolidated annual performance and evaluation report (CAPER), in which the specific activity is reported on for the final time. Records for non-expendable property acquired with funds under this contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year

period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of minor, that of a responsible parent/guardian.

5. Property Records\Reversion of Assets

The Subrecipient shall maintain real property inventory records that clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable.

a. Reversion of assets.

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200.311-313 as applicable, and 24 CFR 570.201(b), 570.505 and 570.503(b)(7) also refer to CPD Notice 17-09, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement (or such longer period of time as the Grantee deems appropriate). If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved

under this Agreement after the expiration of the five-year period (or such longer period of time as the Grantee deems appropriate).

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

Any changes in the use or planned use of assisted real property shall be bound by the requirements of 24 CFR 570.505.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and, as applicable, 2 CFR Part 200 Subpart F.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly, on a monthly basis, all program income as defined at 24 CFR 570.500(a) generate by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in a form, attached herein as **Exhibit D** on a calendar quarterly basis.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. Additionally, the Subrecipient will forward a copy of the inventory records to the Grantee after acquiring equipment. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. Procurement Standards

The Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200.318-345. Procurement Standards, and shall subsequently follow, Property Management Standards as modified by 2 CFR Part 200.313 (3)(b),(c), and (e), covering utilization and disposal of property.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this contract.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in § 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition demolition or conversion for a CDBG-assisted project. The

Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with local and state civil right ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The

Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this Agreement, the term "minority and female business enterprise" mean a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors. Subrecipient may not subcontract any portion of this agreement or the project without the prior written consent of Grantee.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract

Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the Grantee pertaining to such 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

In accordance with Article 2 (commencing at section 1770), Chapter 1, Part 7, Division 2 of the Labor Code of California, the Director of the Department of Industrial Relations has determined the general prevailing rate of wages applicable to the work to be done. These rates are set forth in a schedule located at the State Department of Industrial Relations, Director of Industrial Relations. This schedule is on file with the District and available to any interested party on request. Attention is further directed to the provisions Section 1773.8 of the Labor Code of the State of California concerning payment of travel and subsistence payments as defined in the applicable collective bargaining agreements on file with the Department of Industrial Relations affecting each worker needed to execute the work. Attention is further directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code of the State of California concerning employment of apprentices by the Contractor or a subcontractor. Each prime contractor and all subcontractors are responsible for compliance with all requirements of the California Labor Code, including, but not limited to, sections 1777.5 and 1777.6.

3. "Section 3" Clause

   a. Compliance

   Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

This project will be monitored by the Department of Industrial Relations, Compliance Monitoring Unit (CMU) pursuant to the California Labor Code Section 1771.3 and the California Code of Regulations Sections 16450-16464. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1[a]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to the Labor Code section 1725.5. All contractors and subcontractor must furnish electronic certified payroll records directly to Labor Commissioner once monthly. In addition, the contractor and subcontractors must submit the certified payroll records to the District's Labor Compliance Subrecipient for review.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign, subcontract or transfer any interest in this contract without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict-of-interest provisions apply to any person who is an employee, agent, Subrecipient, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients that are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Subrecipient hereby certifies that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification - Paragraph d

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

XVII. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this contract: Clean Air Act, 42 U.S.C., 7401, et seq.; Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures might be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

XII. DRUG FREE WORKPLACE

Subrecipient will provide a drug-free workplace by undertaking the following actions:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing an ongoing drug-free awareness program to inform employees about:
    a. the dangers of drug abuse in the workplace;
    b. the subrecipient's policy of maintaining a drug-free workplace;
    c. c. any available drug counseling, rehabilitation, and employee assistance programs; and
    d. d. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;

4. Notifying the employee in the statement required by paragraph 1 that as a condition of employment under the grant the employee will:
    a. abide by the terms of the statement; and
    b. notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the Grantee in writing, within ten calendar days after receiving notice under subparagraph 4. b. from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking on of the following actions, within 30 calendar days of receiving notice under subparagraph 4. b., with respect to any employee who is so convicted:
    a. taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    b. requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

XIII SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

XVI. MISCELLANEOUS

A. Waiver.

No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

B. Applicable Law.

This Agreement shall be construed and interpreted in accordance with the laws of the State of California. Venue for any dispute arising out of this Agreement shall be the state and federal courts located in San Joaquin County, California.

C. Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorney fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

D. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply

E. Integration.

It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

[*Signatures Follow*]

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

GRANTEE	SUBRECIPIENT
_____	_____
Midori Lichtwardt City Manager City of Tracy	Name Title (CEO) Organization
	_____
	Name Title (CFO) Organization

APPROVED AS TO FORM

_____
L. David Nefouse
City Attorney

EXHIBIT A

PROJECT

1. Project Description

2. Specific Project Objectives

Objective	Allocation
(A) Project Name	$ AMOUNT

EXHIBIT B

FEDERAL AWARD IDENTIFICATION INFORMATION

i) Subrecipient's name:

ii) Subrecipient's Unique Entity Identifier (UEI):

iii) Federal Award Identification Number (FAIN):

iv) Federal Award Date:

v) Subaward Period of Performance Start and End Date:

vi) Amount of Federal Funds Obligated by this action by the CITY entity to the Participant:

vii) Total Amount of Federal Funds Obligated to the Participant by the CITY including the current obligation:

viii) Total Amount of the Federal Award committed to the Participant by the CITY:

ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):

x) Name of Federal awarding agency: US Department of Housing and Urban Development

xi) Contact information for CITY official responsible for awarding funding:

xii) CFDA Number and Name:

xiii) Identification of whether the award is R&D:

xiv) Indirect cost rate for the Federal award (including if the de minimis rate is charged per 24 CFR 200.414 Indirect (F&A) costs):

EXHIBIT C

PROJECT BUDGET

Line Item:	Amount:
Salaries	
Fringe	
Office Space (Program Only)	
Utilities	
Communications	
Reproduction/Printing	
Supplies and Materials	
Mileage	
Audit	
Other (program implementation)	
Indirect costs (specify)	
TOTAL	**$**

EXHIBIT D

Quarterly Subrecipient Activity Report

(See Attached)

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2026-_____

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(1) APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) ESTIMATED AWARD ALLOCATION RECOMMENDATIONS;

(2) APPROVING THE APPROPRIATION TO THE CITY OF TRACY ECONOMIC DEVELOPMENT DIVISION OF THE TOTAL CDBG AND HOME AWARD FUNDS TO BE DETERMINED BY SAN JOAQUIN COUNTY;

(3) APPROVING THE ALLOCATION OF THE COUNTY-APPROVED CDBG AND HOME AWARD FUNDS TO THE SUBRECIPIENTS IN ACCORDANCE WITH AWARD ALLOCATION RECOMMENDATIONS PROVIDED IN EXHIBIT 1; AND

(4) AUTHORIZING THE CITY MANAGER, OR THEIR DESIGNEE, TO SIGN THE CDBG SUBRECIPIENT AGREEMENTS (EXHIBIT 2) AND OTHER IMPLEMENTING DOCUMENTS.

WHEREAS, CDBG and HOME funds are allocated to cities and counties by the United States Department of Housing and Urban Development (HUD) for use in projects, programs, and services that demonstrate a benefit to low- and moderate-income persons; and

WHEREAS, the City of Tracy, as a subrecipient of the County of San Joaquin, will receive an estimated $520,570 in CDBG funds and $137,920 in HOME funds for FY2026/2027; and

WHEREAS, a Notice of Funding Availability (NOFA) was published on December 15, 2025 notifying local organizations that CDBG/HOME applications were being accepted by the City of Tracy; and

WHEREAS, 16 eligible applications were reviewed and recommended by a subcommittee from the Parks and Community Services Commission; and

WHEREAS, on March 5, 2026, the Parks and Community Services Commission conducted a public meeting to consider subrecipient award applications from various public service non-profit organizations and made priority ranking and funding allocation recommendations for consideration by City Council based on adopted local priority funding criteria; and

WHEREAS, based on the subrecipient grant award applications, the subcommittee's recommendations and the public meeting conducted by the Parks and Community Services Commission on March 5, 2026, Staff prepared a list of recommended subrecipient awards attached hereto as Exhibit 1 – (Award Allocation Recommendations); and

WHEREAS, the entities ("Awardees") receiving CDBG and HOME funding are required to enter into an agreement with the City and/or the County of San Joaquin to ensure funds are spent in accordance with the applications that were evaluated to determine funding eligibility and amounts. A standard funding agreement (Exhibit 2) is attached to the staff report accompanying this resolution; and

WHEREAS, The City Council must approve the Recommended Awards for the County of San Joaquin to ultimately approve the Recommended Awards and CDBG and HOME funds on a reimbursement basis; and

WHEREAS, The City Council conducted a public hearing on March 17, 2026, to consider the Recommended Awards and allocations of CDBG and HOME funds for FY 2026/2027; now, therefore, be it

RESOLVED: That the City Council of Tracy approves the Recommended Awards of CDBG and HOME grant funds in Exhibit 1 hereto, subject to ultimate approval by the County of San Joaquin and HUD; and be it

FURTHER RESOLVED: That the City Council of Tracy approves the appropriation to the City of Tracy Economic Development Division of the total amount of CDBG and HOME grant funds upon ultimate approval by the County of San Joaquin and HUD; and be it

FURTHER RESOLVED: That the City Council of Tracy approve the allocation of the County-approved CDBG and HOME grant funds to the Awardee in accordance with Award Recommendations provided in Exhibit 1 hereto, subject to approval by the County of San Joaquin and HUD; and be it

FURTHER RESOLVED: That the City Manager, or her designee, is authorized to sign Funding Agreements and other implementing documents of these programs in accordance with Award Recommendations provided in Exhibit 1 on behalf of the City; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy finds the action(s) approved by this Resolution are exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA regulations (14 California Code of Regulations §§15000 et seq., "CEQA Guidelines") in that it is not a "project" for purposes of CEQA (as defined by CEQA Guidelines §§15378); and further finds that to the extent these actions seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment (CEQA Guidelines §§15061 (b)(3)).

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

The foregoing Resolution 2026-_____ was adopted by the Tracy City Council on the 17th day of March 2026 by the following vote:

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

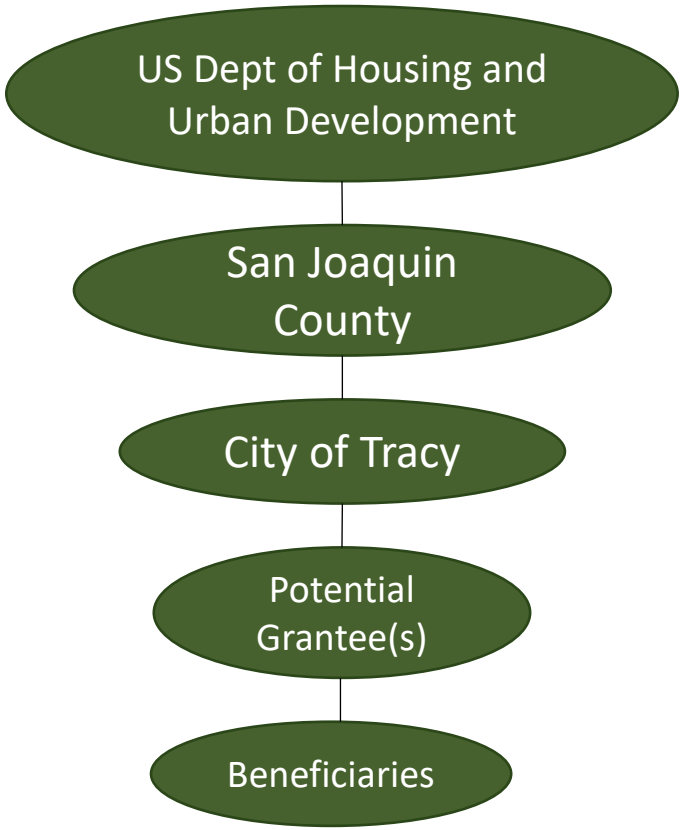
_____
DAN ARRIOLA
Mayor of the City of Tracy, California

ATTEST:_____
APRIL B. A. QUINTANILLA
City Clerk and Clerk of the Council of the
City of Tracy, California

Community Development Block Grant & Home Investment Partnership Program FY26/27 Estimated Award Allocation Recommendations

March 17, 2026

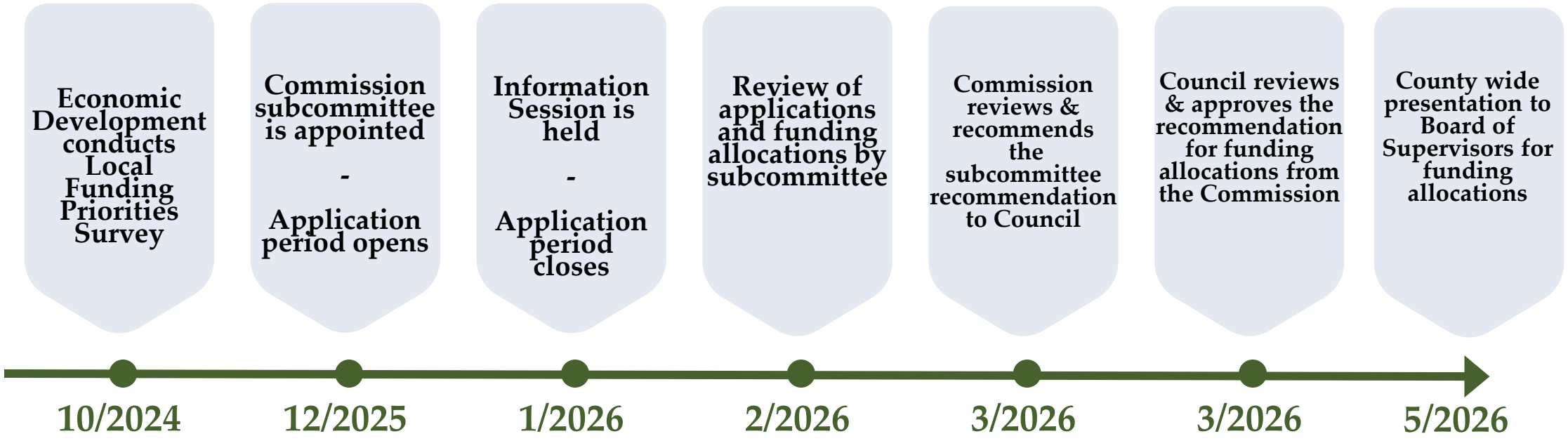
Program Background



- Community Development Block Grant (CDBG)
- Home Investment Partnerships Program (HOME)

50 YEARS CDBG
COMMUNITY DEVELOPMENT BLOCK GRANT

CDBG & HOME FY26/27 Timeline



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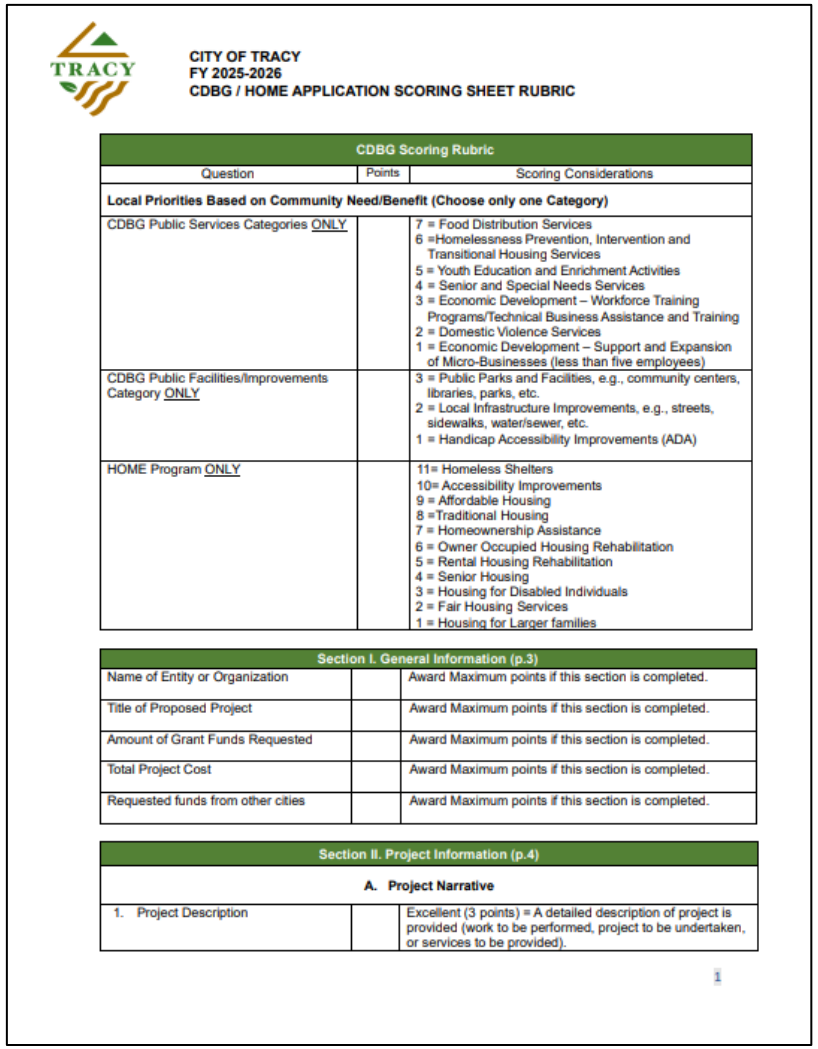
Scoring and Funding Applications



CITY OF TRACY
FY 2025-2026
CDBG / HOME APPLICATION SCORING SHEET RUBRIC

CDBG Scoring Rubric		
Question	Points	Scoring Considerations
Local Priorities Based on Community Need/Benefit (Choose only one Category)		
CDBG Public Services Categories ONLY		7 = Food Distribution Services 6 =Homelessness Prevention, Intervention and Transitional Housing Services 5 = Youth Education and Enrichment Activities 4 = Senior and Special Needs Services 3 = Economic Development – Workforce Training Programs/Technical Business Assistance and Training 2 = Domestic Violence Services 1 = Economic Development – Support and Expansion of Micro-Businesses (less than five employees)
CDBG Public Facilities/Improvements Category ONLY		3 = Public Parks and Facilities, e.g., community centers, libraries, parks, etc. 2 = Local Infrastructure Improvements, e.g., streets, sidewalks, water/sewer, etc. 1 = Handicap Accessibility Improvements (ADA)
HOME Program ONLY		11= Homeless Shelters 10= Accessibility Improvements 9 = Affordable Housing 8 =Traditional Housing 7 = Homeownership Assistance 6 = Owner Occupied Housing Rehabilitation 5 = Rental Housing Rehabilitation 4 = Senior Housing 3 = Housing for Disabled Individuals 2 = Fair Housing Services 1 = Housing for Larger families

Section I. General Information (p.3)		
Name of Entity or Organization		Award Maximum points if this section is completed.
Title of Proposed Project		Award Maximum points if this section is completed.
Amount of Grant Funds Requested		Award Maximum points if this section is completed.
Total Project Cost		Award Maximum points if this section is completed.
Requested funds from other cities		Award Maximum points if this section is completed.

Section II. Project Information (p.4)		
A. Project Narrative		
1. Project Description		Excellent (3 points) = A detailed description of project is provided (work to be performed, project to be undertaken, or services to be provided).

1

- **A subcommittee of the Parks & Recreation Commission:**
- Step 1: Scores Applications based on local priorities adopted by Council and grant application details.
- Step 2: Apply funding formula to final applicant score

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CDBG Local Priorities

Public Services Category:

(1) Food Distribution Services
(2) Homelessness Prevention, Intervention, and Transitional Housing Services
(3) Youth Education and Enrichment Activities
(4) Senior and Special Needs Services
(5) Economic Development – Workforce Training Programs/Technical Business Assistance and Training
(6) Domestic Violence Services
(7) Economic Development – Support and Expansion of Micro-Businesses (less than 5 employees)

Public Facilities & Improvements Category:

(1) Public Parks and Facilities
(2) Local Infrastructure Improvements
(3) Handicap Accessibility Improvements

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HOME Local Priorities

1) Homeless Shelters
2) Accessibility Improvements
3) Affordable Housing
4) Traditional Housing
5) Homeownership Assistance
6) Owner Occupied Housing Rehabilitation
7) Rental Housing Rehabilitation
8) Senior Housing
9) Housing for Disabled Individuals
10) Fair Housing Services
11) Housing for Larger Families

Program Allocation Breakdown

Community Development Block Grant (CDBG)

- 2026/2027 Estimated Allocation: $520,570
  - Public Services = $78,085.50 (capped at 15%)
  - Grant Administration = $83,963.75
    - To cover a portion of the funding for staff dedicated to CDBG/HOME program administration
  - Public Facilities = $358,520.75

HOME Investment Partnership Program (HOME)

- 2026/2027 Estimated Allocation: $137,920

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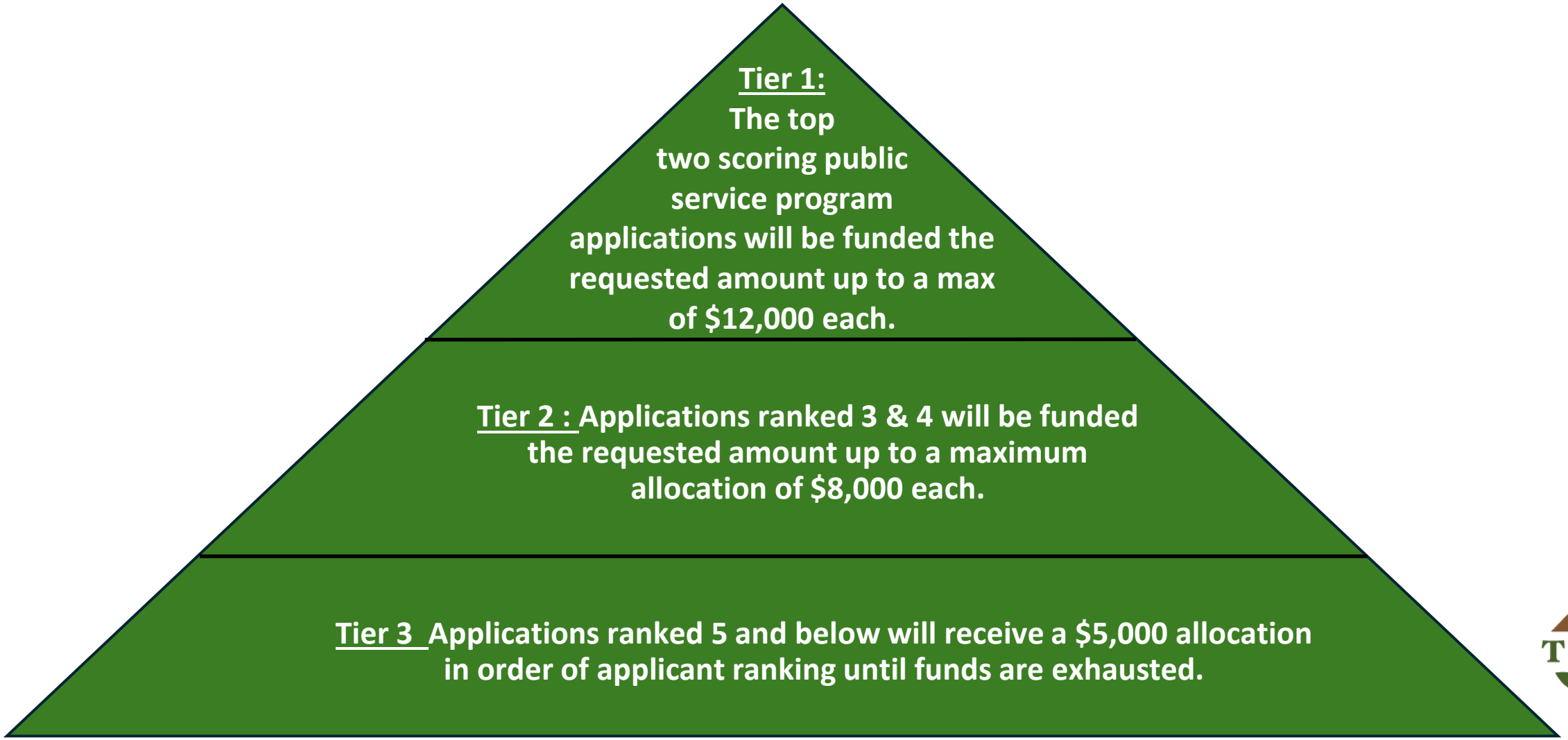
Funding Allocation Formula for Public Service Grants



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Public Service Award Recommendations

Applicant	Project Title	Local Funding Priority	Formula Tier	Funding Request	Subcommittee / Commission Recommended Funding
San Joaquin County Fair Housing	San Joaquin Fair Housing	(1) Food Distribution	DIRECT	$5,500	$5,500
Boys and Girls Club	Food Enrichment Services	(1) Food Distribution	1	$12,000	$12,000
Emergency Food Bank of Stockton	Mobile Farmers Market	(1) Food Distribution	1	$8,500	$8,500
Living Hope Services	Transitional Housing / Food Distribution	(1) Food Distribution	2	$22,800	$8,000
Tracy Community Connections Center	Tracy Homelessness Street Outreach	(2) Homeless Prevention, Intervention and Transitional Housing	2	$8,000	$8,000
Community Partnerships of SJ	Tracy Family Resource Distribution Services	(1) Food Distribution	3	$14,139	$4,510.62

Public Service Award Recommendations

Applicant	Project Title	Local Funding Priority	Formula Tier	Funding Request	Subcommittee / Commission Recommended Funding
Tracy Interfaith	Essential Food Access Project	(1) Food Distribution	3	$75,000	$4,510.62
Prevail	Serenity House	(6) Domestic Violence Services	3	$12,000	$4,510.62
VCBC	VCBC Food Pantry	(1) Food Distribution	3	$10,000	$4,510.62
SJ County Human Services Agency, Aging and Community Services	Meals on Wheels	(1) Food Distribution	3	$13,389	$4,510.62
McHenry House	Portion of Night Supervisor Salary	(2) Homelessness Prevention, Intervention and Transitional Housing	3	$12,000	$4,510.62
Victorian Christian Church	Warm Food & Caring Hearts for Unhoused	(1) Food Distribution	3	$5,000	$4,510.62
Tracy Seniors Association	TSA Wheelchair Accessible Transportation	(4) Senior and Special Needs Services	3	$5,000	$4,510.62

Public Facilities and HOME Funding Recommendations

Applicant	Project Title	Local Funding Priority	Funding Request	Subcommittee / Commission Recommended Funding
City of Tracy	Grant Administration	DIRECT	$83,963.75	$83,963.75
City of Tracy	Shade Structure for Temporary Emergency Housing Facility and permanent station lockers for Navigation Center	(1) Public Parks and Facilities	$215,763	$119,506.75
Tracy Learning Center	Synthetic Turf Field	(1) Public Parks and Facilities	$200,000	$119,506.75
City of Tracy	ADA Improvements	(3) Handicap Accessibility Improvements	$354,070	$119,506.75

No HOME proposals were received.

Recommendation

Staff recommends that the City Council conduct a Public Hearing to adopt a resolution to:

1) Approve the Community Development Block Grant (CDBG) Estimated Award Allocation Recommendations provided in Attachment A of the Staff Report here
2) Approve the appropriation to the City of Tracy Economic Development Division of the total CDBG and HOME Investment Partnership Program (HOME) Award funds to be determined by San Joaquin County;
3) Approve the allocation of the County-approved CDBG and HOME Award funds to the Subrecipients in accordance with Award Allocation Recommendations provided in Attachment A of the Staff Report
4) Authorize the City Manager, or their designee, to sign the CDBG Subrecipient Agreements and other implementing documents

TRACY
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March 17, 2026

Agenda Item 4.A

RECOMMENDATION

Staff recommends that the City Council receive an informational report regarding the annual report of the Transportation Advisory Commission.

EXECUTIVE SUMMARY

The Transportation Advisory Commission was formed by the City Council in 2007 for the purpose of advising the Council on the planning and development of public transportation related improvements and delivery of various public transportation service programs. At the April 6, 2021, regular City Council meeting, the Council expressed the desire to receive an annual report from all of the City's Commissions. This report is an accounting of the Transportation Advisory Commission for Fiscal Year (FY) 24/25 as well as projected goals for FY 25/26.

BACKGROUND AND LEGISLATIVE HISTORY

The Transportation Advisory Commission (TAC) was formed in 2007 after Council expressed the need for a commission with a diverse member composition in order to advise the Council on various public transportation issues. The original commission was comprised of nine members with background in transit, aviation, rail, and bikeways. Since the TAC was formed, they have worked on setting their own goals to work on annually.

In FY 24/25, the TAC had four focus areas and seven goals as listed below. Under each goal is the status on how successful the commissioners were in completing their objective.

Focus Area: OUTREACH

- Public Outreach at the Farmers Market
    - A primary focus of the commission is to get feedback from the public on issues related to transportation. In order to achieve this, the commission decided that it would be beneficial to be out in the public where there are already crowds of people. The Farmer's Market was the best choice as a place where there are plenty of citizens weekly and the City staff already had a booth set up there periodically. Although the goal was to try and be at the Farmer's Market every month, the schedules of the commissioners did not always lend them to be available during the weeks that the City staff has a booth set up. The commission representatives were able to attend three Farmer's Markets during FY 24/25 providing information about the commission and other transportation items.

- **GOAL STATUS: COMPLETE**

- Public Outreach at Block Party Events
  - Another way that the commission wanted to try and received feedback from the community was through the City's Block Party Events. Since City staff already had a booth set up for those events, the Transportation Commissioners would be able to easily have a location from which they could interact with the attendees, hand out information, and gather feedback. As was the same with the Farmer's Market, the schedules of the commissioners did not always allow them to be available at all of the Block Party events. The commission representatives were able to attend one of the Block Party events during FY 24/25.
  - **GOAL STATUS: COMPLETE**

- Participate in City Sponsored Airport Events
  - In October 2024, the Commission participated in the Tracy Municipal Airport's Halloween event. The commission representatives were able to have a booth at the event and engage with the public through handing out information on the commission as well as information regarding the airport and public transit. In addition, in June 2025, the Commission supported the City's hosting of the Family Fun Days event at the Tracy Municipal Airport in conjunction with the 2025 Norcal Classic Aerobatic Contest.
  - **GOAL STATUS: COMPLETE**

- Participate in Other Appropriate Community Events
  - In April 2025, the Commission participated in the Tracy Earth Day event held in downtown Tracy. City staff and commission representatives were able to have a booth at the event and engage with the public through handing out information on the commission as well as information regarding the airport and public transit. At this event, they were also able to hand out survey information for the City's Short Range Transit Plan.
  - **GOAL STATUS: COMPLETE**

Focus Area: AIRPORT

- Provide Input on New Jerusalem Airport Master Plan
  - The New Jerusalem Airport Master Plan has been put on hold while other items at the Tracy Municipal Airport are being focused on. No work was completed during this timeframe.
  - **GOAL STATUS: NOT COMPLETE**

Focus Area: TRANSIT

- Provide Input on Updated Short Range Transit Plan

- The Short Range Transit Plan (SRTP) update was started in late 2023/early 2024 and continued into FY24/25. Commissioners were able to help distribute surveys at local events in order to solicit community feedback regarding the use of the Tracer bus system and participated in public workshops. Commissioners received a presentation on the draft SRTP and provided input before recommending the plan go to City Council for approval. The SRTP was approved by City Council in May 2025.
- **GOAL STATUS: COMPLETE**

Focus Area: EDUCATION

- Receive presentations on areas related to the purpose of the commission
  - The commission recognized the need to stay informed on various items related to the commission's purpose. A list of areas of interest were identified to receive presentations on as availability allowed. Some of these presentations included Short Range Transit Plan updates, Transit Technology Upgrades, Access San Joaquin program overview, Traffic Grant Updates, Corral Hollow Road Widening Updates, and SJCOG Unmet Transit Needs. Future areas of interest will continue to be scheduled by staff to further the education of the commission.
  - **GOAL STATUS: ONGOING**

The TAC has already created and begun working on additional goals for FY 25/26. Their new goals as a commission for FY 25/26 are as follows:

Focus Area: OUTREACH

- Public Outreach at Farmer's Market
- Public Outreach at Block Party Events
- Participate in City Sponsored Airport Events
- Participate in Other Appropriate Community Events
- Conduct Surveys to Gather Information on Improvements for Transit and Airport

Focus Area: TRANSIT

- Provide Input on Updated Short Range Transit Plan Implementation

Focus Area: AIRPORT

- Provide information on growth opportunities at Tracy Airport and New Jerusalem Airport

Focus Area: EDUCATION

- Receive presentations on areas related to the purpose of the commission

ANALYSIS

Not Applicable

FISCAL IMPACT

Staff costs related to support of the Transportation Advisory Commission are included in the Transit Fund and Airport Fund budget.

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 receive an informational report regarding the annual report of the Transportation Advisory Commission.

Prepared by: Ed Lovell, Transit Manager

Reviewed by: Anush Nejad, Public Works Director
Sara Castro, Finance Director
Kamal Gill, Deputy City Attorney
Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

TRANSPORTATION ADVISORY COMMISSION

Annual Report

March 17, 2026

OVERVIEW

- 5 member council appointed commission
- Focus on issues related to public transit, aviation, and bikeways

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PRIOR YEAR HIGHLIGHTS

- Public Outreach
  - Farmer's Market, Block Parties
  - Tracy Airport Halloween Event, IAC West Open Aerobatics Championship
  - Tracy Earth Day Event

- Transit
  - Participated in public outreach and provided input on update to Short Range Transit Plan

TRACY

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PRIOR YEAR HIGHLIGHTS

- Education
  - Received presentations on transit technology improvements, Short Range Transit Plan updates, Access San Joaquin program, traffic grant updates, SJCOG Unmet Transit Needs

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CURRENT YEAR GOALS

- Continued Public Outreach
  - Farmer's Market, Block Parties, Airport Events, Other Community Events, Community Surveys

- Transit
  - Provide recommendations on Short Range Transit Plan implementation and updates

CURRENT YEAR GOALS

- Airport
  - Provide information on growth opportunities at Tracy Airport and New Jerusalem Airport

- Education
  - Continue to receive presentations on areas related to the purpose of the commission

QUESTIONS

March 17, 2026

Agenda Item 4.B

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 (CalPERS) 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 waived the first reading by substitution of title and introduced an Ordinance (Attachment A). The Ordinance was adopted by Council at the February 17, 2026 meeting as a consent item. It was rejected by CalPERS, as their rules require the adoption of the Ordinance to occur via the regular agenda. 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 (CalPERS) 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

March 17, 2026

Agenda Item 4.C

RECOMMENDATION

Staff recommends that the City Council consider expanding the scope of the Clyde Bland Park BMX Pump Track project (CIP 78190) to include an entry-level adaptive loop track and, upon consensus, adopt a resolution:

1. **Appropriating additional funds in the amount of $335,000 from Master Plan Neighborhood Park Impact Fees (F361) to CIP 78190;**
2. **Increasing the overall Project not-to-exceed budget by $335,000, from $2,200,621 to $2,535,621;**
3. **Increasing the Project contingency amount by $225,500, from $126,850 to $352,350;**
4. **Authorizing the City Manager to approve change orders up to the revised contingency amount, if needed, and**
5. **Authorizing the City Manager to execute capital project-related documents and fee authorizations necessary to support the Project within the revised overall not-to-exceed budget of $2,535,621.**

EXECUTIVE SUMMARY

The City of Tracy began construction of the Clyde Bland Park BMX Pump Track Project (CIP 78190) in summer 2025 as part of the City's approved Capital Improvement Program. During construction, staff identified an opportunity to expand the project to include an entry-level adaptive pump track loop, complementing the intermediate adaptive track, advanced track, and other improvements already underway. Adding this feature would provide a beginner-friendly option and expand access for individuals using adaptive bicycles or mobility equipment, allowing the pump track facility to serve a broader range of ages and abilities within the community.

Staff recommends that the City Council consider expanding the scope of the Clyde Bland Park BMX Pump Track Project to include this additional feature and, if the Council agrees, adopt a resolution approving the expanded scope and associated funding.

BACKGROUND AND LEGISLATIVE HISTORY

A BMX pump track has been identified as a community need in the City of Tracy Park system, including being identified in the Citywide Parks, Recreation and Trails Master Plan (PRTMP) as a recommendation to diversify our recreational offerings. The City does not currently offer a pump track, and the PRTMP has set a goal of three pump tracks by 2040 to meet the growing demands of recreation.

The Clyde Bland Park BMX Pump Track (CIP 78190) has been an active project in the Parks, Recreation & Community Services Capital Improvement Program since Fiscal Year 2022/2023.

In February 2023, City staff conducted two public outreach meetings soliciting feedback on the idea of constructing the BMX pump track amenity at Clyde Bland Park, and to also gain consensus on the preferred material that the track should be constructed out of.

At the March 2, 2023, Parks & Community Services Commission meeting, staff presented the recommendation to construct the track at Clyde Bland Park, in which the Commission made a formal recommendation to the City Council to do so. The Project location was codified by the City Council through the annual budget process for Fiscal Year 2023/2024.

On July 5, 2023, the City Council approved a Professional Services Agreement with Westwood Professional Services (formerly O'Dell Engineering) to provide on-call landscape architectural, landscape plan check, landscape inspection, and project management services via Resolution No. 2023-129. For the Clyde Bland Park BMX Pump Track project, staff solicited proposals from the City's approved on-call landscape architecture consultants and selected Westwood based on their qualifications, project approach, and fee proposal to provide landscape architectural design and support services for the Project.

On August 20, 2024, the City Council approved a Professional Services Agreement with Griffin Structures, Inc., a California Corporation (Griffin Structures, Inc.), to provide construction management services for the Clyde Bland Pump Track park project via Resolution No. 2024-133.

Subsequently, on July 1, 2025, the City Council approved a construction contract with Frontline General Engineering Construction, Inc. of San Lorenza, California, in the amount of $1,585,618.93 via Resolution No. 2025-176.

ANALYSIS

During initial project planning and public outreach conducted in February 2023, community members expressed strong interest in a pump track facility that would be accessible to riders of all ages and skill levels, particularly young children, beginners, and adaptive users who are new to the sport. Based on that input, staff envisioned an adaptive pump track component that would function as an entry-level experience and provide a welcoming starting point for new riders.

The design team incorporated an adaptive track into the construction documents consistent with the approved program. As construction activities have progressed, staff have evaluated the track geometry and riding characteristics in the field and determined.

While constructed in accordance with the approved plans, the adaptive track functions more as an intermediate-level course. Although it meets design specifications, it does not fully reflect the originally intended entry-level experience that staff and the community had envisioned for younger and first-time riders.

As currently configured, the facility provides intermediate and advanced riding opportunities; however, it lacks a dedicated entry-level adaptive loop to serve beginners and small children. Staff is therefore recommending the incorporation of an additional entry-level adaptive loop as part of the current project to fully implement the community's original vision and provide a graduated riding experience for all users.

Making this change while construction is already underway provides an efficient and cost-effective opportunity to enhance the project. Completing the entry-level loop through a change order with the existing contractor would avoid many of the additional design, bidding, and mobilization costs that could occur if the improvement were built later as a separate project. Adding the track is expected to extend the overall project schedule due to design updates, permit revisions, change order processing, and construction. This will move the estimated completion date to summer 2026. Staff is therefore requesting Council consideration and approval of the additional funding needed to complete the expanded scope.

FISCAL IMPACT

Clyde Bland Park BMX Pump Track project, CIP 78190, is an approved Capital Improvement Project with an approved budget of $2,200,621. The additional loop would require an increase of the project's not-to-exceed budget by $335,000, from $2,200,621 to $2,535,621. An appropriation of $335,000 from the Master Plan Neighborhood Park Impact Fees Fund (F361) is needed to complete the additional loop. The $335,000 will fund professional services and construction of the new track. The funding and project budget are as follows:

Funding Source	**Budget**	**Expenses**	**Committed**	**Balance**
301 - General Projects	$2,200,621	$1,536,341	$ 610,349	$ 53,931
Current Budget	$2,200,621	$1,536,341	$ 610,349	$ 53,931
Total Project Cost	$2,535,621			
Current Shortfall	$ (335,000)			

Funding Source		
361 - TIMP Neighborhood Parks	$ 335,000	$ 335,000
Requested Appropriation	$ 335,000	$ 335,000
Revised Budget	$2,535,621	$ 388,931

PUBLIC OUTREACH/ INTEREST

City staff, in coordination with the construction management team, continue to provide the community with construction-related information for both park projects. Outreach efforts include on-site construction signage, informational flyers in the surrounding area, and social media posts regarding project schedules and construction activities.

COORDINATION

The Parks, Recreation, and Community Services Department coordinated with the City Manager's Office and Public Works staff to evaluate project needs and identify the most appropriate approach to incorporate an entry-level adaptive loop. Through this coordination, staff determined that creating a loop in a location that minimized site disturbance and minimized cost would be the most appropriate way to implement the entry-level loop.

CEQA DETERMINATION

CEQA Determination for Clyde Bland Park Pump Track received a categorical exemption on January 29, 2025.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council consider expanding the scope of the Clyde Bland Park BMX Pump Track project (CIP 78190) to include an entry-level adaptive loop track and, upon consensus, adopt a resolution:

1. Increasing the overall Project not-to-exceed budget by $335,000, from $2,200,621 to $2,535,621;
2. Appropriating additional funds in the amount of $335,000 from Master Plan Neighborhood Park Impact Fees (F361) to CIP 78190;
3. Increasing the Project contingency amount by $225,500, from $126,850 to $352,350;
4. Authorizing the City Manager to approve change orders up to the revised contingency amount, if needed, and
5. Authorizing the City Manager to execute capital project-related documents and fee authorizations necessary to support the Project within the revised overall not-to-exceed budget of $2,535,621.

Prepared by: Brandon Johnson, Parks Planning and Development Manager

Reviewed by: Richard Joaquin, Asst. Director of Parks, Recreation & Community Services
Brian MacDonald, Director of Parks, Recreation & Community Services
Sara Castro, Director of Finance
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. _____

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1. **APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF $335,000 FROM MASTER PLAN NEIGHBORHOOD PARK IMPACT FEES (F361) TO CIP 78190.**
2. **INCREASING THE OVERALL PROJECT NOT-TO-EXCEED BUDGET BY $335,000, FROM $2,200,621 TO $2,535,621;**
3. **INCREASING THE PROJECT CONTINGENCY AMOUNT BY $225,500, FROM $126,850 TO $352,350;**
4. **AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO THE REVISED CONTINGENCY AMOUNT, IF NEEDED, AND**
5. **AUTHORIZING THE CITY MANAGER TO EXECUTE CAPITAL PROJECT-RELATED DOCUMENTS AND FEE AUTHORIZATIONS NECESSARY TO SUPPORT THE PROJECT WITHIN THE REVISED OVERALL NOT-TO-EXCEED BUDGET OF $2,535,621.**

WHEREAS, the City of Tracy (the "City") has identified a BMX pump track as a community need within the Citywide Parks, Recreation and Trails Master Plan, which includes a goal of providing three pump tracks by 2040; and

WHEREAS, the Clyde Bland Park BMX Pump Track (Capital Improvement Project No. 78190) (the "Project") was established as part of the City's adopted Capital Improvement Program; and

WHEREAS, on July 5, 2023, the City Council approved a Professional Services Agreement with Westwood Professional Services (formerly O'Dell Engineering) pursuant to Resolution No. 2023-129 to provide on-call landscape architectural, landscape plan check, landscape inspection, and project management services; and

WHEREAS, for the Project, staff solicited proposals from the City's approved on-call landscape architecture consultants and selected Westwood Professional Services based on qualifications, project approach, and fee to provide landscape architectural design and support services; and

WHEREAS, the City Council approved a Professional Services Agreement with Griffin Structures, Inc. for construction management services for the Project pursuant to Resolution No. 2024-133; and

WHEREAS, the City Council approved a construction contract with Frontline General Engineering Construction, Inc. pursuant to Resolution No. 2025-176 in the amount of $1,585,618.93; and

WHEREAS, construction of the Project began in summer 2025 and includes an intermediate adaptive pump track and an advanced pump track; and

WHEREAS, during construction, staff identified the need to incorporate an entry-level adaptive pump track loop to fully implement the community's original vision of providing a graduated riding experience accessible to beginners, youth, and adaptive users; and

WHEREAS, incorporation of this additional scope requires an increase to the overall Project not-to-exceed budget in the amount of $335,000 to pay for the increase in professional services and construction, from $2,200,621 to $2,535,621; and

WHEREAS, funding for this increase will be appropriated from the Master Plan Park Impact Fees Fund (Fund 361); and

WHEREAS, the Project contingency must be increased by $225,500, from $126,850 to $352,350, to accommodate the additional scope and associated construction costs; and

WHEREAS, authorizing the City Manager to approve change orders up to the revised contingency amount and to execute related capital project documents is necessary to efficiently implement the expanded scope; and now, therefore, be it

RESOLVED: That the Tracy City Council hereby:

1. Appropriates additional funds in the amount of $335,000 from the Master Plan Neighborhood Park Impact Fees Fund (Fund 361) to the Clyde Bland Park BMX Pump Track, Capital Improvement Project No. 78190; and
2. Increase the overall project not-to-exceed budget by $335,000, from $2,200,621 to $2,535,621;
3. Increases the Project contingency amount by $225,500 from $126,850 to $352,350; and
4. Authorizes the City Manager to approve change orders up to the revised contingency amount, if needed; and
5. Authorizes the City Manager to execute capital project-related documents and fee authorizations necessary to support the Project within the revised overall not-to-exceed budget of $2,535,621.

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

The foregoing Resolution 2026-_____ was adopted by the Tracy City Council on March 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

Clyde Bland Park BMX Pump Track
CIP 78190

Scope Enhancement Request – Entry Level Adaptive Loop

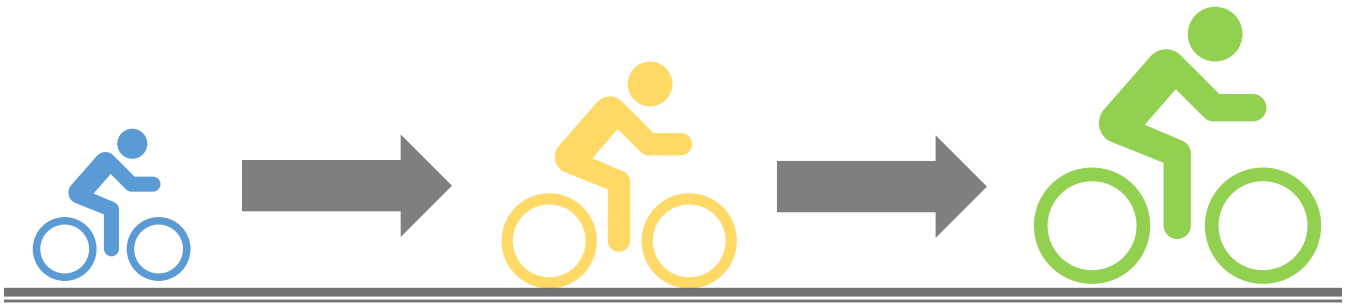
March 17, 2026

Project Overview

- Part of the City's Capital Improvement Program
- Implements Parks, Recreation & Trails Master Plan
- Will be Tracy's first BMX Pump Track
- Facility designed to serve riders of varying skill levels

Opportunity Identified During Construction

- During construction staff evaluated the riding characteristics and determined:
  - The adaptive track functions more as an intermediate-level course
  - The facility currently lacks a dedicated entry-level experience



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Proposed Enhancement

Staff recommends adding:

- Entry-level Adaptive Pump Track Loop

Benefits:

- Creates full progression riding experience
- Expands access for youth and beginner riders
- Supports adaptive and inclusive recreation
- Completes the original community vision

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Why Construct It Now

- Completing this work during construction:
  - ✓Contractor already mobilized
  - ✓Specialty pump track builder on site
  - ✓Minimal rework to grading and utilities
  - ✓Lower cost than future standalone project

- Deferring the project would require:
  - New design
  - New permitting
  - New construction mobilization
  - Higher costs

Schedule Impacts

- Original Completion: Spring 2026
- Revised Completion: Summer 2026

Reason:

- Design adjustments
- Permitting updates
- Construction of entry-level loop
- Repair of construction access road

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Financial Summary

Current Project Budget
$2,200,621

Proposed Increase
$335,000

Revised Project Budget
$2,535,621

Funding Source: Master Plan Neighborhood Park Impact Fees (No General Fund Impact)

Recommendation

Staff recommends that the City Council:

1. Approve $335,000 appropriation from Park Neighborhood Impact Fees
2. Increase project budget to $2,535,621
3. Increase project contingency to $352,350
4. Authorize the City Manager to approve change orders up to the revised contingency amount, if needed, and
5. Authorize the City Manager to execute capital project-related documents and fee authorizations necessary to support the Project

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Questions?

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