

TRACY HOMELESSNESS ADVISORY COMMITTEE REGULAR MEETING AGENDA

Thursday, October 19, 2023, 7:00 P.M.

Tracy City Hall, 333 Civic Center Plaza, Tracy

Web Site: www.cityoftracy.org

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

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

As always, the public may view the Tracy Homelessness Advisory Committee 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 "Tracy Homelessness Advisory Committee", then select "[View Homelessness Advisory Committee Meetings on YouTube](#)" under the "Boards and Commissions" section.

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

Remote Public Comment:

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

- *Comments via:*
 - **Online by visiting <https://cityoftracyevents.webex.com>** and using the following Event Number: **2555 589 9696** and Event Password: **THAC**
 - **If you would like to participate in the public comment anonymously**, you may submit your comment in WebEx by typing "Anonymous" when prompted to provide a First and Last Name and inserting Anonymous@example.com when prompted to provide an email address.
 - **Join by phone by dialing +1-408-418-9388, enter 25555899696#8422# Press *3 to raise the hand icon to speak on an item.**
- *Protocols for commenting via WebEx:*
 - **If you wish to comment on the "Consent Calendar", "Items from the Audience/Public Comment" or "Regular Agenda" portions of the agenda:**
 - **Listen for the Chairperson to open that portion of the agenda for discussion, then raise your hand to speak by clicking on the Hand icon on the Participants panel to the right of your screen.**
 - **If you no longer wish to comment, you may lower your hand by clicking on the Hand icon again.**

- *Comments for the “Consent Calendar” “Items from the Agenda/Public Comment” or “Regular Agenda” portions of the agenda will be accepted until the public comment for that item is closed.*

Government Code Section 54954.3 states that every public meeting shall provide an opportunity for the public to address the Tracy Homelessness Advisory Committee on any item, before or during consideration of the item, however no action shall be taken on any item not on the agenda.

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

CALL TO ORDER
ROLL CALL

1. CONSENT CALENDAR

1.A. Adoption of June 15, 2023, and August 17, 2023, Regular Meeting Minutes

2. ITEMS FROM THE AUDIENCE - *In accordance with Council Meeting Protocols and Rules of Procedure*, adopted by Resolution 2019-240, a five-minute maximum time limit per speaker will apply to all individuals speaking during “Items from the Audience/Public Comment”. For non-agendized items, Advisory Committee members may briefly respond to statements made or questions posed by individuals during public comment; ask questions for clarification; direct the individual to the appropriate staff member; or request that the matter be placed on a future agenda or that staff provide additional information to the Tracy Homelessness Advisory Committee.

3. REGULAR AGENDA

3.A The Tracy Homelessness Advisory Committee receive an informational update regarding homeless services and the Temporary Emergency Housing Facility project.

3.B The Tracy Homelessness Advisory Committee recommend that City Council adopt a Resolution: 1) Authorizing the acceptance of a grant award from Health Plan of San Joaquin in the amount of \$595,000 to partially fund the continued operation of the Tracy Interim Shelter Site; and 2) Appropriating the total grant funds to the Mobility and Housing Department, Homeless Services Division budget.

3.C The Tracy Homelessness Advisory Committee recommend that the City Council adopt a Resolution (1) approving Amendment No. 1 to the General Services Agreement (Agreement) with United Fence Services, Inc., to extend the term of the Agreement through December 31, 2024 for the rental of fence panels, stands and safety brackets required at the Temporary Emergency Housing Facility (TEHF).

4. STAFF ITEMS
5. COMMITTEE ITEMS
6. ADJOURNMENT

Posting Date: October 16, 2023

The City of Tracy is in compliance with the Americans with Disabilities Act and will make all reasonable accommodations for the disabled to participate in employment, programs and facilities. Persons requiring assistance or auxiliary aids in order to participate, should contact the City Manager's Office at (209) 831-6000 at least 24 hours prior to the meeting.

June 15, 2023, 7:00 p.m.

Tracy City Hall, 333 Civic Center Plaza, Tracy, CA 95376

CALL TO ORDER – Chairperson Davis called the meeting to order at 7:00 pm

ROLL CALL – Deputy City Clerk. Roll call found Chairperson Davis and Vice Chairperson Bedolla

1. ITEMS FROM THE AUDIENCE – Bob Shwartz, resident of San Jose, spoke about the homeless issues in San Jose and how this will affect Tracy in the future. Mr. Shwartz also shared his experience of outreach services with Tracy Community Connections Center (TCCC) team and what TCCC is doing for the City of Tracy.

Cynthia Paris, shared positive highlights that TCCC has done in the City of Tracy.

Bubba Paris, spoke about all the things that his organization, TCCC have done for the City of Tracy without City funds until the pre-shelter services for the shelter. Mr. Paris also expressed his frustration with the things being said about him and asked for an apology from the City.

Committee comments followed.

Alice English, spoke about the importance of the upcoming council meeting and asked the community to come and listen to the issues being discussed especially the aquatic center.

Mary Dokes, shared a diversion story of a family that TCCC was able to help with past due rent and that the community should come together instead of pointing fingers.

2. REGULAR AGENDA

- 3.A The Tracy Homelessness Advisory Committee receive an informational report regarding the implementation of the City Council Strategic Plan to End and Prevent Homelessness and the most recent Emergency Interim Shelter activities.

Virginia Carney, Homeless Services Manager provided the staff report, presentation and responded to questions.

Bob Shwartz asked how many beds will be available once the phases are completed and the costs of each bed.

Cynthia Camacho, had questions about the overlap in services, number of unhoused individuals in Tracy and about the custom containers.

Alice English, spoke about the overlap in services between the three agencies and questioned the accuracy of the numbers and if citations are being issued to those who refuse services.

Bubba Paris, shared how his data is gathered at TCCC and is working on finding alternative housing options since there are not enough beds at the shelter.

No committee questions or comments.

ACTION: Motion was made by Vicechair Bedolla and seconded by Chairperson Davis receiving the informational report regarding the implementation of the City Council Strategic Plan to End and Prevent Homelessness and the most recent Emergency Interim Shelter activities. Roll call found all in favor; passed and so ordered.

3.B The Tracy Homelessness Advisory Committee recommend that the City Council adopt a resolution ratifying, pursuant to Tracy Municipal Code Section 2.20.180(B)(1), various procurement contracts for goods and general services agreements executed by the City Manager to implement Emergency Interim Housing solutions for the unsheltered.

Karin Schnaider, Assistant City Manager provided the staff report and responded to questions.

Cynthia Camacho, spoke about the partnership she has with TCCC and all the hard work TCCC has done for the community.

No committee questions or comments.

ACTION: Motion was made by Vice Chairperson Bedolla and seconded by Chairperson Davis that the Tracy Homelessness Advisory Committee recommend that the City Council adopt a resolution ratifying, pursuant to Tracy Municipal Code Section 2.20.180(B)(1), various procurement contracts for goods and general services agreements executed by the City Manager to implement Emergency Interim Housing solutions for the unsheltered. Roll call found all in favor; passed and so ordered.

3.C The Tracy Homelessness Advisory Committee recommend that the City Council adopt a resolution approving a two-year general services agreement with Stockton Petroleum Company, Inc., in a not to exceed amount of \$500,000, for on-demand mobile fueling of diesel fuel at 370 W. Arbor Avenue, Tracy, CA 95304.

Virginia Carney, Homeless Services Manager provided the staff report and responded to questions.

Ilene Macintire, Senior Civil Engineer responded to questions.

Alice English asked why PG&E cannot hook up the electrical poles instead of using the generators.

Bob Shwartz, thanked the committee and asked the committee members to schedule some time with him to provide outreach services to the unhoused. Committee questions and comments followed.

Bubba Paris, spoke about the issues that occurred at the warming center and that he did not chose the location.

Committee comments and questions followed.

ACTION: Motion was made by Vice Chairperson Bedolla and seconded by Chairperson Davis that the Tracy Homelessness Advisory Committee recommend that the City Council adopt a resolution approving a two-year general services agreement with Stockton Petroleum Company, Inc., in a not to exceed amount of \$500,000, for on-demand mobile fueling of diesel fuel at 370 W. Arbor Avenue, Tracy, CA 95304. Roll call found all in favor; passed and so ordered.

3.D The Tracy Homelessness Advisory Committee (THAC) discuss and provide direction regarding Phase 4 – Custom Containers at the Emergency Homeless Shelter.

Karin Schnaider, Assistant City Manager provided the staff report and responded to questions.

Adriana Castaneda, Director of Mobility and Housing responded to questions.

Ilene Macintire, Senior Civil Engineer responded to questions.

Virginia Carney, Homeless Services Manager responded to questions.

James Jackson, Director of Operations and Utilities responded to questions.

Midori Lichtwardt, Interim City Manager responded to questions.

Bijal Patel, City Attorney responded to questions.

Committee questions and comments followed.

Mary Dokes, shared her frustration with the money and time spent on the current containers and lack of responsibility.

Committee comments continued.

Cynthia Camacho, expressed her concerns with the custom containers being non-congregate and how those individuals will be monitored.

Alice English, shared her concerns of the capabilities that Virginia has in her role and that the answers to the questions asked are always pushed onto future

meetings. Ms. English does not know what option should be chosen, but money needs to stop being wasted.

Bubba Paris, shared his opinion on the options provided to the committee for consideration.

Committee questions and comments followed.

Chairperson Davis asked for a 5-minute break.

Committee questions and comments continued.

Committee and staff discussion followed.

Bijal Patel, City Attorney shared with the committee that no action is required on this informal item since the committee has provided direction to City staff and a staff report will be prepared to present on June 20th under Council items.

3.E The Tracy Homelessness Advisory Committee recommend that the City Council adopt a resolution by a four-fifths vote (1) approving an amendment to the construction contract with GradeTech, Inc. for Capital Improvement Project (CIP) 71112 Arbor Temporary Emergency Housing Project expanding the scope of work in the amount of \$135,000 in anticipated work for a total not to exceed amount of \$435,000 for the amendment, and (2) dispensing the bidding requirements for the additional scope of work pursuant to California Public Contract Code Section 22050 and Tracy Municipal Code Section 2.20.270(a).

Karin Schnaider, Assistant City Manager recommended to reject the item as the incorrect staff report was attached to the agenda.

No public comment.

No committee questions or comments.

ACTION: Motion was made by Vice Chairperson Bedolla and seconded by Chairperson Davis to reject item 3.E. Roll call found all in favor; passed and so ordered.

3.F The Tracy Homelessness Advisory Committee recommend that the City Council adopt a resolution ratifying, pursuant to Tracy Municipal Code Section 2.20.180(B)(1), contracts for goods and general services agreements executed by the City Manager to implement Emergency Interim Housing solutions for the unsheltered with Bicsec Security Inc., Jr Wagner Fire Protection Inc. and Temporary Restrooms.

Karin Schnaider, Assistant City Manager provided the staff report and responded to questions.

No public comment.

No committee questions or comments.

ACTION: Motion was made by Vicechair Bedolla and seconded by Chairperson Davis to adopt a resolution ratifying, pursuant to Tracy Municipal Code Section 2.20.180(B)(1), contracts for goods and general services agreements executed by the City Manager to implement Emergency Interim Housing solutions for the unsheltered with Bicsec Security Inc., Jr Wagner Fire Protection Inc. and Temporary Restrooms. Roll call found all in favor; passed and so ordered.

3.G The Tracy Homelessness Advisory Committee recommend that the City Council adopt a resolution (1) awarding a construction contract to Arnaudo Construction, Inc., of Tracy, California in the amount of \$1,359,560 for the 384 Arbor Avenue Sewer Lift Station & Holding Tank, CIP 71112, (2) approving a project Not-to-Exceed budget of \$1,699,450 and (3) authorizing the City Manager to approve change orders up to the contingency amount of \$135,956 if needed.

Ilene Macintire, Senior Civil Engineer provided the staff report and responded to questions.

No public comment.

No committee questions or comments.

ACTION: Motion was made by Vice Chairperson Bedolla and seconded by Chairperson Davis to adopt a resolution (1) awarding a construction contract to Arnaudo Construction, Inc., of Tracy, California in the amount of \$1,359,560 for the 384 Arbor Avenue Sewer Lift Station & Holding Tank, CIP 71112, (2) approving a project Not-to-Exceed budget of \$1,699,450 and (3) authorizing the City Manager to approve change orders up to the contingency amount of \$135,956 if needed. Roll call found all in favor; passed and so ordered.

3.H The Tracy Homelessness Advisory Committee recommend that the City Council adopt a resolution (1) awarding a construction contract to DV Electric Company, Inc., of San Jose, California (DV) in the amount of \$208,660 for the 370 Arbor Avenue Main Power Supply, CIP 71112, (2) exercising, under Section 14 of the bid documents, City's right to waive, as immaterial bid irregularities, delays by DV in strictly meeting posted deadlines for requisite federal paperwork to document its Small Business Enterprise qualification, (3) approving a project Not-to-Exceed budget of \$260,825 and (4) authorizing the City Manager to approve change orders up to the contingency amount of \$20,866 if needed, pursuant to Tracy Municipal Code Section 2.20.090(b).

Ilene Macintire, Senior Civil Engineer provided the staff report and responded to questions.

No public comment.

No committee questions or comments.

ACTION: Motion was made by Vice Chairperson Bedolla and seconded by Chairperson Davis to adopt a resolution (1) awarding a construction contract to DV Electric Company, Inc., of San Jose, California (DV) in the amount of \$208,660 for the 370 Arbor Avenue Main Power Supply, CIP 71112, (2) exercising, under Section 14 of the bid documents, City's right to waive, as immaterial bid irregularities, delays by DV in strictly meeting posted deadlines for requisite federal paperwork to document its Small Business Enterprise qualification, (3) approving a project Not-to-Exceed budget of \$260,825 and (4) authorizing the City Manager to approve change orders up to the contingency amount of \$20,866 if needed, pursuant to Tracy Municipal Code Section 2.20.090(b). Roll call found all in favor; passed and so ordered.

3.I The Tracy Homelessness Advisory Committee recommend that the City Council adopt a resolution (1) awarding a construction contract to DV Electric Company, Inc., of San Jose, California (DV), in the amount of \$373,745 for the 384 Arbor Avenue Main Power Supply, CIP 71112, (2) exercising, under Section 14 of the bid documents, City's right to waive, as immaterial bid irregularities, delays by DV in strictly meeting posted deadlines for requisite federal paperwork to document its Small Business Enterprise qualification, (3) approving a project Not-to-Exceed budget of \$467,182, and (4) authorizing the City Manager to approve change orders up to the contingency amount of \$37,375, if needed, pursuant to Tracy Municipal Code Section 2.20.090(b).

Ilene Macintire, Senior Civil Engineer provided the staff report and responded to questions.

No public comment.

No committee questions or comments.

ACTION: Motion was made by Vice Chairperson Bedolla and seconded by Chairperson Davis to adopt a resolution (1) awarding a construction contract to DV Electric Company, Inc., of San Jose, California (DV), in the amount of \$373,745 for the 384 Arbor Avenue Main Power Supply, CIP 71112, (2) exercising, under Section 14 of the bid documents, City's right to waive, as immaterial bid irregularities, delays by DV in strictly meeting posted deadlines for requisite federal paperwork to document its Small Business Enterprise qualification, (3) approving a project Not-to-Exceed budget of \$467,182, and (4) authorizing the City Manager to approve change orders up to the contingency amount of \$37,375, if needed, pursuant to Tracy Municipal Code Section 2.20.090(b). Roll call found all in favor; passed and so ordered.

3. STAFF ITEMS – Karin Schnaider Assistant City Manager, shared two staff items: (1) the committee agreed to go dark with the Council calendar in the month of July and there will be no meetings in July and (2) in August will be returning with the calendar for the rest of the year and will poll committee members in September and November to ensure a quorum is available.

Committee comments followed.

5. COMMITTEE ITEMS – None
6. ADJOURNMENT – Time: 10:22 p.m.

ACTION: Motion was made by Vice Chairperson Bedolla and seconded by Chairperson Davis to adjourn. Roll call found all in favor; passed and so ordered.

The agenda was posted at City Hall on June 13, 2023. The above are action minutes.

Chairperson

ATTEST:

Deputy City Clerk

August 17, 2023, 7:00 p.m.

Tracy City Hall, 333 Civic Center Plaza, Tracy, CA 95376

CALL TO ORDER – Chairperson Davis called the meeting to order at 7:01 pm

ROLL CALL – Deputy City Clerk. Roll call found Chairperson Davis and Vice Chairperson Bedolla

1. ITEMS FROM THE AUDIENCE– No public comment.
2. REGULAR AGENDA
- 3.A The Tracy Homelessness Advisory Committee receive an informational report regarding the implementation of the City Council Strategic Plan to End and Prevent Homelessness and the most recent Emergency Interim Shelter activities.

Virginia Carney, Homeless Services Manager provided the staff report, presentation and responded to questions.

Adriana Castaneda, Director of Mobility and Housing responded to questions.

Joanne Gregonis, spoke about DB4 and how she understands why it's being considered hazardous due to the fire, but does not understand if it is so hazardous why the proper PPE is not being used by City employees cleaning up the area.

Shelia Patterson, asked about the demographics of the homeless community in Tracy, the services that are being offered like case management, work programs and if there are time restrictions to stay in the shelter and how the waitlist is managed.

Melinda Ramirez, asked if there were any updates on the new shelter provider and when the community can expect to receive this information.

Committee comments followed.
- 3.B The Tracy Homelessness Advisory Committee recommend that the City Council adopt a resolution by a four-fifths vote (1) making a determination that compliance with standard procurement process is not in the best interest of the City and dispense the bidding requirements for the additional scope of work

pursuant to California Public Contract Code Section 22050 and Tracy Municipal Code Section 2.20.270(a) and (2) City Council retroactively approve the following general services agreement prior to presenting to the Tracy Homelessness Advisory Committee due to the emergency nature of the housing crisis and the impending grant deadlines, a formal bidding process under the Public Contract Code will prevent the City from addressing the immediate need to provide shelter to the unhoused (3) approving general services agreements with Tennyson Electric Inc. for the installation of all electrical utilities and GradeTech, Inc. for the additional construction work required, including underground utilities, as part of the site improvements for the Phase IV Custom Containers at the Temporary Emergency Housing Facility, CIP 71112, at 370 Arbor Avenue and (4) approving an amendment to the construction contract with GradeTech, Inc. and Tennyson Electric Inc. for Capital Improvement Project (CIP) 71112 Arbor Temporary Emergency Housing Project expanding the scope of work in the amount of \$135,000 in anticipated work for a total not to exceed amount of \$435,000 for GradeTech, Inc and expanding the scope of work in the amount of \$30,110 in anticipated work for a total not to exceed amount of \$155,110 for Tennyson Electric Inc.

Ilene Macintire, Senior Civil Engineer provided the staff report and responded to questions.

No public comment.

No committee questions or comments.

ACTION: Motion was made by Vice Chairperson Bedolla and seconded by Chairperson Davis approving the general service agreement with GradeTech, Inc. and Tennyson Electric, Inc and approving an amendment to the construction contract with GradeTech, Inc. and Tennyson Electric, Inc for CIP 71112, expanding the scope of work in the amount of \$135,000 in anticipated work for a total not to exceed amount of \$435,000 for GradeTech, Inc and expanding the scope of work in the amount of \$30,110 in anticipated work for a total not to exceed amount of \$155,110 for Tennyson Electric Inc. Roll call found all in favor; passed and so ordered.

3.C The Tracy Homelessness Advisory Committee recommend that the City Council adopt a resolution: 1) Authorizing the acceptance of a grant award from San Joaquin County Homelessness Housing Assistance and Prevention Round 3 allocation in the amount of \$251,795 to partially fund operations costs of the Tracy Interim Shelter Site (renamed Phase III and Phase IV of the Temporary Emergency Housing Facility, CIP 71112); and 2) Appropriating \$251,795 of the total grant funds to the Mobility and Housing Department, Homeless Services Division.

Virginia Carney, Homeless Services Manager provided the staff report and responded to questions.

No public comment.

No committee questions or comments.

ACTION: Motion was made by Vice Chairperson Bedolla and seconded by Chairperson Davis to accept the grant award from San Joaquin County Homelessness Housing Assistance and Prevention Round 3 allocation in the amount of \$251,795 to partially fund operations costs of the Tracy Interim Shelter Site (renamed Phase III and Phase IV of the Temporary Emergency Housing Facility, and appropriate \$251,795 of the total grant funds to the Mobility and Housing Department, Homeless Services Division. Roll call found all in favor; passed and so ordered.

3. STAFF ITEMS – Brian MacDonald shared that the RFP for Construction Management Services for Phase II of the Temporary Emergency Housing Facility (TEHF) will be closing tomorrow. Mr. MacDonald also shared that the RFP for TEHF Operator closed on Monday and two proposals were received.

No committee questions or comments.

5. COMMITTEE ITEMS – None

6. ADJOURNMENT – Time: 7:33 p.m.

ACTION: Motion was made by Vice Chairperson Bedolla and seconded by Chairperson Davis to adjourn. Roll call found all in favor; passed and so ordered.

The agenda was posted at City Hall on August 16, 2023. The above are action minutes.

Chairperson

ATTEST:

Deputy City Clerk

October 19, 2023

Agenda Item 3.A

RECOMMENDATION

Staff recommends the Tracy Homelessness Advisory Committee receive an informational update regarding homeless services and the Temporary Emergency Housing Facility project.

EXECUTIVE SUMMARY

This informational report provides an update on the City of Tracy's efforts to address the impacts of homelessness and quality of life issues in the community, including an update on the City's emergency interim shelter activities.

BACKGROUND AND LEGISLATIVE HISTORY

The 2022 [San Joaquin Continuum of Care Point in Time \(PIT\) Count of Sheltered and Unsheltered Homeless](#) reflects 124 unsheltered homeless individuals living within Tracy's city limits. Recognizing the importance of responding to quality-of-life issues, including the human services needs of the City's unsheltered population, the City has devoted significant resources toward addressing the impacts of homelessness within the community. Staff continues to coordinate efforts between various departments to conduct bi-weekly clean-ups of public spaces, foster partnerships with non-profit organizations to share information on services and programs with the unsheltered, secure grants to support homeless services, and continue with the construction activities of the Temporary Emergency Housing Facility. City staff has worked vigorously to balance the circumstances of the unsheltered, as well as the needs of the community.

Pursuant to Council's reaffirmation of the emergency shelter crisis in August of 2022, the City Manager authorized staff to identify permanent and emergency alternative housing options for the unsheltered population within the city limits. This effort not only focuses on the housing and support, but also to prepare the residents for self-sufficiency. As a result, the development of a "Campus Concept" emerged where temporary housing and Supportive Services would be provided to the unsheltered population.

ANALYSIS

Outreach Update

The City's homeless outreach efforts focus on our most vulnerable unsheltered populations who are experiencing homelessness. This includes, but is not limited to, transitional-aged youth (aged 18-24), veterans, the LGBTQ+ community, victims of

crime and those with behavioral health needs. The 2022 Tracy PIT data reflects two transitional-aged individuals, six veterans, and at least 30 unsheltered individuals with behavioral health issues counted. The Homeless Services Division has identified a need for additional supportive services within the system of care for our elderly and disabled population - most shelter guests are over the age of 54. We are working closely with our managed care plans to implement additional support services for this vulnerable population. The Homeless Services Manager works closely with the Hospital Council across both San Joaquin and Stanislaus Counties through focus and work groups targeting more support and awareness to our growing sub population of elderly and disabled unsheltered residents.

Encampment Outreach Activities

Weekly checks of former encampment sites located on Union Pacific (railroad) and Caltrans properties, as well as parks, city property and private property were conducted this month.

One large encampment on private property (Paradise and Pescadero) was identified and the property owner was notified and advised on how to properly post the property for "Private Property/No Trespassing." The property owner was also provided with a trespass form to complete and provide to Tracy Police Department so they can enforce trespassing violations on the owner's behalf, and require violators vacate the property. The signage has been posted, but the completed trespass form has yet to be received. Code Enforcement also sent a letter to the property owner to have the property abated and cleaned up.

A smaller encampment was also located on private property (330 W. Grant Line Rd.) Code Enforcement is working with the property owner to secure a trespass letter and abate the property. The property owner was also notified that the area would need to be posted "Private Property No Trespassing," and the property would need to be re-secured with new fencing.

Areas of El Pescadero Park are being fenced off as a precautionary public safety measure to mitigate potential tree hazards, evaluate the safety and condition of the landscaping, and prepare for scheduled maintenance like tree trimming. El Pescadero Park has been selected as the site of a new multi-generation recreation center.

On September 26, 2023, encampments and hazards were removed at Detention Basin 5 (DB5)/Plascencia Fields located at 2200 Krohn Rd., by Tracy Police, Code Enforcement and Public Works personnel.

September 2023 Encampment Activities:

- Seven arrests (cited and released) for storage or dumping of personal items, including without limitation: car parts, bicycle parts, bicycles, furniture, appliances, generators, propane tanks, or combustible materials (4.16.180(w)

TMC)

- Five tent site removals
- Approximately 8.6 tons of trash/debris removed from parks.

Trine Integrated Services, Inc. Security

Trine Security provided 24-hour security services at City parks and facilities in support of Tracy Police Department through September 21, 2023. Daily activity reports were provided to Tracy Police Department until expiration of the contract and there are no plans to extend the agreement.

September, 2023 Familiar Faces Activities:

- **187 Client Contacts in Public Spaces**
- **1 shelter intake**
- **21 Clients Successfully Added to Shelter Waitlist**

The Familiar Faces team continues to assist with shelter intake, transportation, organizing, and networking with non-profit and faith-based providers to identify gaps and solutions for the unique challenges faced by those experiencing homelessness in our community. Police patrol teams continue to work collaboratively on how to best utilize the Familiar Faces team when out on patrol.

The Familiar Faces team, assigned to Tracy Police Department, is working with a consultant to ensure objectives are being met and adopting operating policies and guidelines for the development of a Homeless Response System within our city-wide efforts that supports our City's Homelessness Strategic Plan.

September, 2023 Tracy Community Connections Center Activities:

- **142 Clients Contacted in Public Spaces**
- **8 shelter intakes**
- **38 Clients on the Shelter Waitlist**
- **46 Shelter Refusals**

October will be the last month reporting out for Tracy community Connections Center. Their contract with the City ends on October 31, 2023. The city of Tracy has no plans to extend this agreement.

Tracy Community Connections Center reports supporting a total of 190 unique individuals through their Navigation Center for their pre shelter intake and referral services to date.

City Net Shelter Operations through September 30, 2023

City Net reports having supported 137 unique individuals at the Temporary Emergency Housing Campus since November 14, 2022. They are providing ongoing case management support to all shelter residents. To date, 16 individuals have exited the shelter to another housing destination ("positive exits").

Cumulative Totals of Shelter Services*

Shelter Services	Totals
Total Clients Served	137
Appointment Hours	1,100
Employment Assistance	91
Health Insurance	48
ID Cards Replaced	41
Mental Health Referrals	56
Social Security Cards	57
Substance Use Referral	17
Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) Completion	36
Pet Care	28
Life Skills	130
Art Classes	15
Clothing	137
Meals	43,266
Hygiene Kits	137
Bus Passes	247

As of September 30, 2023, the shelter is at capacity with 48 individuals and 14 pets staying there. There are an additional 32 individuals on the waiting list who have already been through Tracy Community Connections Center's intake process and are awaiting an available shelter bed.

Effective November 1, 2023, shelter operations will transition from City Net to The Salvation Army.

September, 2023 TRACER Fixed Route H Bus Service Activities:

- **89 Boardings**
- **3.56 Passengers/Day Average**

TRACER has provided transportation to/from the Temporary Emergency Housing Facility site for a total of 636 Passengers (2.33/Day average) since November, 2022.

Temporary Emergency Housing Facility Design Update

The final draft Phase II bid documents, plans, and contract specifications are being finalized so the project can be advertised as soon as the required National Environmental Policy Act (NEPA) process is complete. The draft package was transmitted for review to Roebbelin, our new Construction Management team, who have been awarded an agreement for construction management services. Roebbelin's input will be considered for inclusion in the final bid documents.

Administrative Office Space

During the design phase of the TEHF project, administrative office space that exceeded the office space available in the primary site structure was added to accommodate City Homeless Services Department staff and outside service providers who would need space to meet with TEHF residents on site. A new modular office building was included in the initial project construction documents, and the price bid to furnish and install the building was nearly \$700,000. Recently, design staff learned that Boyd Service Center has several modular structures on site that had been declared surplus property. There is a 24' wide by 60' long modular building at Boyd that can be included in the design of the TEHF project.

The modular office structure is 1,440 square feet and contains two ADA-sized restrooms, a 170-square-foot conference room, five offices, a 192-square-foot reception area, and an area that was formerly a kitchenette. Operations reports that the building roof is in good condition and the HVAC units are in working order. The interior of the structure needs new flooring, and modifications are needed for the suspended ceiling and restrooms to meet current codes for accessibility. The data & communications system probably needs to be upgraded, but there are data ports in all of the rooms. The exterior envelope needs some refreshing and minor repairs. A prefabricated accessible ramp and stairs will also be required. The estimate for the work needed to refurbish the modular office building is \$250,000, and relocation costs would be about \$20,000. Refurbishing this existing City-owned structure would be a significant savings over the cost of a new modular building and would provide the additional critical office space.

Current Construction Activity

Phase IV: Underground work for infrastructure to the custom containers is nearly complete and concrete foundations for the security camera poles were poured last week. Work to improve the temporary access road is also underway. Some additional work was required to address modifications to the fire alarm and fire sprinkler systems. Concrete pads and security cages to prevent tampering were added at the locations of the backflow preventors. That work will be eliminated from the Phase II design work and will provide additional security to the fire alarm and sprinkler systems. An additional light pole is needed to ensure security camera coverage behind the temporary restrooms and showers, additional lighting will benefit the whole campus.

When completed, Phase IV will provide an additional 38 single occupancy rooms. Delivery of the first four units is currently scheduled for October 23, and staff is checking in with the vendor twice a week to stay current on the progress.

Phase II: The Phase II Site Improvements that include the sprung structure and the build out of all the site improvements will be advertised for bid as soon as the NEPA process is completed, and the federal funds are officially released for use by HUD.

If the NEPA process proceeds as expected, the required documentation from HUD should be received near the end of November. The construction bid documents will be ready for advertisement as soon as the NEPA process is complete. Currently the project architect and staff are preparing a draft set of bid documents for Roebbelin, the construction management consultant to review and provide comments on.

Other Construction Items in Progress:

- Phase III & IV Permanent Power Installation: Early August, 2024
 - Phase III and IV: Early August, 2024
 - Phase II: Mid-September, 2024
- Lift Station: End of June, 2024
 - Not operational until power supply installation complete.

FISCAL IMPACT

This update is provided as informational. The City funds Homeless Services through the General Fund and various grants.

STRATEGIC PLAN

This item supports the following City Council Fiscal Year 2023-25 Strategic Priorities:

Public Safety Goal #3, Objective 2: Address blight through partnerships with Code Enforcement, the Familiar Faces Program, and the Homeless Services Division

Quality of Life Goal #5: Continue to implement the Council-Adopted [Homelessness Strategic Plan:](#)

- Goal 1: Increase Housing Options in the City of Tracy
- Goal 2: Increase Access to Coordinated Support Services for People Experiencing Homelessness
- Goal 3: Develop Action Plans for Engaging with People Experiencing Homelessness
- Goal 4: Enact Specific Strategies for Vulnerable Subpopulations Experiencing Homelessness

ACTION REQUESTED OF THE COMMITTEE

Staff recommends the Tracy Homelessness Advisory Committee receive an informational update regarding homeless services and the Temporary Emergency Housing Facility project.

ATTACHMENTS

Attachment A- Tracy Homelessness Advisory Committee Update PowerPoint

Prepared by: Virginia Carney, Homeless Services Manager

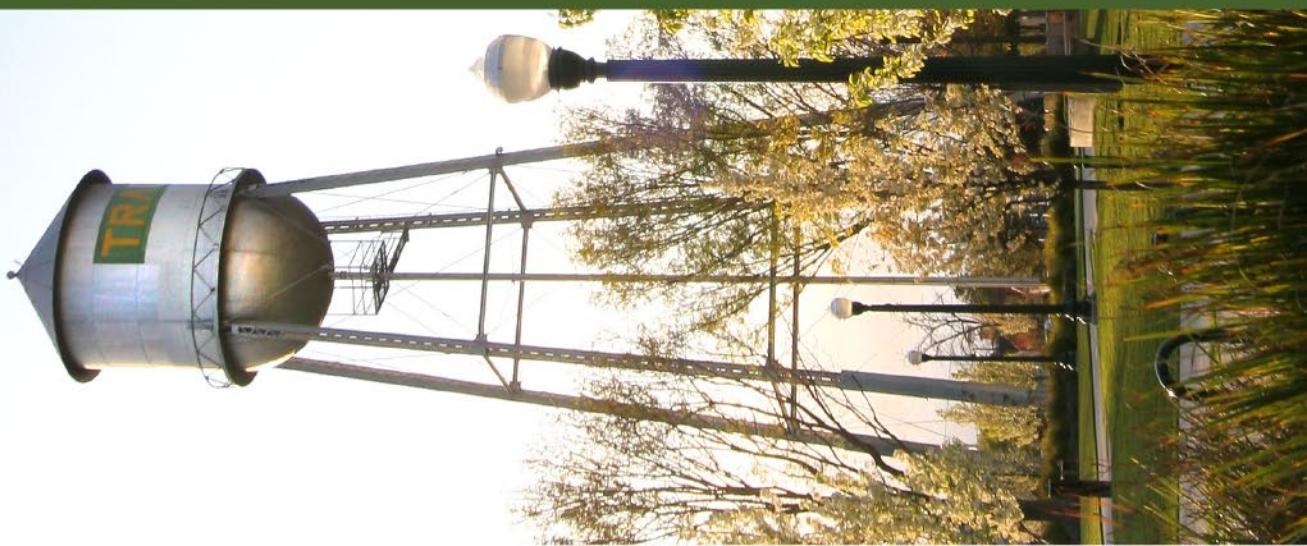
Approved by: Brian MacDonald, Interim Assistant City Manager



3.A Informational Update: Homeless Services and the Temporary Emergency Housing Facility Project (TEHF)

OVERVIEW

- Outreach
 - Vulnerable Sub-Populations
 - Engagement at Encampments
 - Provider Updates
 - Tracy Community Connections Center
 - Familiar Faces
 - Trine Security
- Shelter Operations – City Net
- Transportation – TRACER Bus Route H
- Temporary Emergency Housing Facility Design and Construction Updates
- Homeless Services Division Updates



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OUTREACH:

Vulnerable Sub-Populations

- Outreach Efforts Focus on Most Vulnerable Unsheltered Populations of the 124 Reflected in 2022 Point-in-Time Count:
 - Transitional Aged Youth (18-24 years old) - 2
 - LGBTQ+ community
 - Victims of Crime
 - Individuals with Behavioral Health Needs
 - Veterans - 6
 - Elderly and Disabled – Most Shelter Guests are 54+
- Strategy – Expand County Partnership:
 - Behavioral Health and Whole Person Care Collaborative Efforts
 - Quarterly Provider Meetings
 - Managed Care Plans with Hospital Council



OUTREACH:

Engagement at Encampments

- Weekly Checks of Former Encampments Sites
- Code Enforcement is Working with Several Private Property Owners to Address Encampments on Their Property
- Detention Basin 5 (Plascencia Fields) Abatement



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OUTREACH:

Providers Update

September, 2023 Familiar Faces Activities:

- 187 Client Contacts in Public Spaces
- 1 Shelter Intake
- 21 Clients on the Shelter Waitlist

September, 2023 Tracy Community Connections Center Activities:

- 142 Client Contacts in Public Spaces
- 8 Shelter Intakes
- 38 Clients on the Shelter Waitlist

September, 2023 Trine Integrated Services, Inc. Security:

- Provided 24-hour security services at City Parks and facilities in support of Tracy Police Dept. through September 21, 2023
- Contract has expired and there are no plans to extend



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SHELTER OPERATIONS:

City Net Cumulative Totals

Shelter Services	Totals
Total Clients Served	137
Appointment Hours	1,100
Employment Assistance	91
Health Insurance	48
ID Cards Replaced	41
Mental Health Referrals	56
Social Security Cards	57
Substance Use Referral	17
Vulnerability Index – Service Prioritization Decision Assistance Tool(VI-SPDAT) Completion	36
Pet Care	28
Life Skills	130
Art Classes	15
Clothing	137
Meals	43,266
Hygiene Kits	137
Bus Passes	247

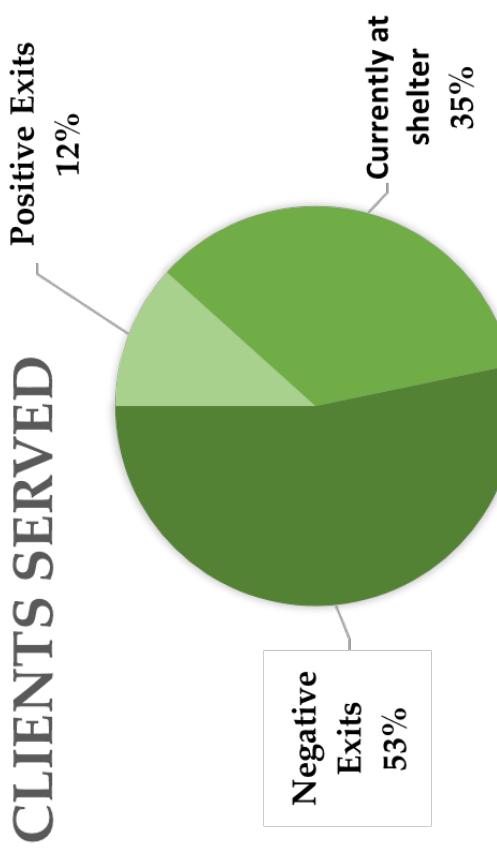
Shelter Highlights for September:

- A client at the shelter achieved their goal of continuing their education and graduated from UEI College as a medical assistant and is awaiting the start of the externship program.
- A client achieved their goal of obtaining employment and is now working towards permanent housing.



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SHELTER OPERATIONS



- 137 Individuals* Served:

- 16 "Positive Exits" to Housing
- Most Shelter Guests are Seniors (55+)
- 10 Current Clients Employed
- 16 Individuals Successfully Connected to Social Security Benefits



TRANSPORTATION:

TRACER Bus Route H

September, 2023 Transportation Updates:

- 89 boardings with an average of 3.56 passengers per day
- Since November of 2022 we have had 636 passengers with an average of 2.34 passengers per day



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TEMPORARY EMERGENCY HOUSING FACILITY (TEHF) CAMPUS CONCEPT



- Phase I: Site Preparation & Underground Utilities - Complete
- Phase II: Site Improvements & Sprung Structure – Re-bid Late November/Early December (Tentative - Contingent on NEPA)
- Phase III: Modulars – 48 Beds in Operation
- Phase IV: Custom Containers – Eight Custom Container Dormitory Units Being Delivered, Providing 38 Additional Beds in November



TEHF Design and Construction Updates

Phase IV Update

- Underground work for infrastructure to Custom Containers
- October 2023: Delivery of Linked Equipment Containers

Phase II Update

- Ongoing: NEPA Study
- Roebbelin-Construction Mgmt. Consultant

Other Construction Items In Progress Are:

- Installation of permanent power for Phases III & IV is anticipated to be completed early September 2024.
- Installation of permanent power for Phase II is anticipated to be completed by October 2024.
- Completion of the lift station is anticipated to be completed by the end of July 2024. But will not be in operation until the power supply is complete.



HOMELESS SERVICES DIVISION UPDATES

Recent Tracy Homelessness Advisory Committee (THAC) & Council Actions/Approvals

- New Shelter Operator to Begin November 1st (The Salvation Army)
- Construction Management Services for Phase II - Site Improvements
- Additional Temporary Showers and Restrooms for Phase IV Custom Containers
- Acceptance of \$251,795 Grant Award from San Joaquin County Homelessness Housing Assistance and Prevention - Round 3
- Next Homelessness Advisory Committee Meeting: November 16th at 7:00 PM



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Discussion



October 19, 2023

Agenda Item 3.B

RECOMMENDATION

Staff recommends that the Tracy Homelessness Advisory Committee recommend that City Council adopt a Resolution: 1) Authorizing the acceptance of a grant award from Health Plan of San Joaquin in the amount of \$595,000 to partially fund the continued operation of the Tracy Interim Shelter Site; and 2) Appropriating the total grant funds to the Mobility and Housing Department, Homeless Services Division budget.

EXECUTIVE SUMMARY

This item provides Council with an opportunity to receive a grant award in the amount of \$595,000 from Health Plan of San Joaquin for the Tracy Interim Shelter Site project (renamed Phase III and Phase IV of the Temporary Emergency Housing Facility). This grant is funded by Health Plan of San Joaquin County and is in support of providing additional housing options within specific geographic areas that do not currently have projects that support those experiencing homelessness and who are also Medi-Cal beneficiaries.

BACKGROUND AND LEGISLATIVE HISTORY

The Tracy Interim Shelter Site project (renamed Phase III and Phase IV of the Temporary Emergency Housing Facility) was authorized in August 2022 under an emergency shelter declaration to advance the needs to house the unsheltered in Tracy. On August 16, 2022, staff recommended that City Council reject the single bid received for the Temporary Emergency Housing Facility Project on Arbor Avenue, Site Improvements Construction Package 2 (renamed Phase II), CIP 71112, and authorize staff to re-advertise the project and rebid of the project. As this created a delay, the City Council adopted Resolution No. 2022-121 ("Resolution"), which reaffirmed an emergency shelter crisis as the City of Tracy continues to experience an increasing number of unsheltered individuals. Under this authorization, the City Manager entered into a five-year lease agreement for Modular Units and an Administration Unit, that will provide approximately 48 beds for individuals; and a one-year lease for generators. This project has been renamed Phase III of the Temporary Emergency Housing Facility. In addition, the City Manager purchased eight Custom Containers to provide approximately 38 beds for individuals. This project has been renamed Phase IV of the Temporary Emergency Housing Facility.

In May of 2023, Health Plan of San Joaquin met with the City's Homeless Services Manager to discuss additional funding availability for our Tracy Interim Shelter project. Health Plan of San Joaquin requested a proposal outlining the additional funding needs for the Tracy Interim Shelter Site project (renamed Phase III and Phase IV of the Temporary Emergency Housing Facility). In early June of 2023 the City was notified of the additional award in the amount of \$595,000 to fund additional needs at the Tracy Interim shelter site.

ANALYSIS

The Tracy Interim Shelter Site (renamed Phase III and Phase IV of the Temporary Emergency Housing Facility) project is part of the overall shelter campus project, parts of which are in various phases of design, development, and/or construction. This grant funding will be used to cover capital expenses, including the eight custom container units, existing modulars, and operating costs that will ultimately house up to 38 individuals. This project is intended to provide a site for those seeking shelter within the City limits. To that end, the City of Tracy will collaborate with the Health Plan of San Joaquin to provide additional resources and support to the City's unsheltered population as they are housed. Approval of this item will accept the grant.

FISCAL IMPACT

The Mobility and Housing Department, Homeless Services Division will receive \$595,000 in grant funds from the Health Plan of San Joaquin to fund the Tracy Interim Shelter Site. The \$595,000 grant is to be appropriated to the FY2022-23 Homeless Services division operating budget. No City match is required.

<u>Vendor</u>	<u>Summary</u>	<u>Not to Exceed Amount</u>
PowerGen	Generator monthly rentals and maintenance through May 2024	\$40,000
SC Fuels	February 2023 through May 2024 fuel costs	\$250,000
United Fence Services	Temporary fencing until permanent fencing installed	\$200,000
United Site Services	Temporary Rental of Restroom for Phase IV through May 2024	\$105,000
	TOTAL	\$595,000

CEQA DETERMINATION

A CEQA determination is not required for this item.

STRATEGIC PLAN

This agenda item supports City Council's Homelessness Strategic Plan.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the Tracy Homelessness Advisory Committee recommend that City Council adopt a Resolution: 1) Authorizing the acceptance of a grant award from Health Plan of San Joaquin in the amount of \$595,000 to partially fund the continued operation of the Tracy Interim Shelter Site; and 2) Appropriating the total grant funds to the Mobility and Housing Department, Homeless Services Division budget.

ATTACHMENTS

Attachment A – City of Tracy MOU Health Plan of San Joaquin

Prepared by: Virginia Carney, Homeless Services Manager

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

Approved by: Midori Lichtwardt, Interim City Manager

Attachment A

**MEMORANDUM OF UNDERSTANDING
BETWEEN
HEALTH PLAN OF SAN JOAQUIN
AND
CITY OF TRACY**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into the 14th day of September 2023 by and between the SAN JOAQUIN COUNTY HEALTH COMMISSION, operating and doing business as HEALTH PLAN OF SAN JOAQUIN (“HPSJ”), a local initiative established under Section 5-7100 of the Ordinance Code of San Joaquin County, with a principal place of business at 7751 South Manthey Road, French Camp, CA 95231-9802 and City of Tracy (“City”), with a principal place of business at 333 Civic Center Plaza, Tracy, CA 95376.

The purpose of this MOU is to establish guidelines for a cooperative working relationship between HPSJ and City for successful implementation of incentive payments linked to the Housing and Homelessness Incentive Program (“HHIP”).

Whereas, as part of efforts to meet HHIP priorities and measures, HPSJ will partner with local partners and organizations which deliver housing, or supportive services to Medi-Cal members who are homeless or at risk of homelessness.

Whereas, City provides housing, or supportive services to address homelessness or housing insecurity for HPSJ Medi-Cal members.

Whereas, City’s project(s) have been identified as an investment activity based on the City’s HHIP initial project submission.

Whereas, HPSJ is responsible for oversight and administration of payments to City consistent with the terms of the HHIP.

NOW, THEREFORE, IT IS AGREED between the parties as follows:

1) EFFECTIVE DATE AND TERM

- a. This MOU shall be effective July 14, 2023, and will continue through and including March 31, 2024 or dates determined by the Department of Health Care Services (“DHCS”), unless otherwise terminated by either party to this MOU as prescribed in paragraph 8.

2) SCOPE OF WORK

- a. City is responsible for the implementation of and compliance with the HHIP project description set forth in its Exhibit A, which is herein incorporated by reference, including reporting of incremental achievement of milestones and objectives. City shall promptly notify HPSJ of any material change in information submitted in support of the project(s) or the HHIP application, including changes in organizational leadership, business operations, and financial standing. HPSJ is responsible for overseeing the project(s), specifically to monitor and verify milestone achievement and administering payments consistent with the terms of the project(s) or the HHIP application, any terms imposed as a condition of state or federal approval of the HHIP, and any subsequent DHCS guidance related to HHIP.

3) RESPONSIBILITIES OF CITY

City shall provide the following:

- a. Assist HPSJ in identifying key details for investments including but not limited to populations served, services and activities, community needs, required funding, lead entities, milestones, and timing.
- b. Commit to identified HHIP projects, complete required application and documents and accept incentive funding for specified investments in support of the provision of housing and homelessness related services to HPSJ Medi-Cal members.
- c. Utilize HHIP incentive funding solely for identified and agreed upon investments and activities and for carrying out project activities and milestones as set forth in approved projects.
- d. Cooperate and facilitate engagement and implementation activities in support of HHIP goals and measures.
- e. Perform tasks necessary to projects or milestones for HHIP. City shall document and provide HPSJ with information necessary to demonstrate incremental progress in for HHIP goals and measures in a file or format as specified by HPSJ.
- f. Promptly notify HPSJ of any material change in information including changes in organizational leadership, business operations, and financial standing.
- g. Make efforts to establish data sharing agreements as applicable to enable timely exchange of member information and delivery of services.
- h. City shall ensure eligibility to receive the funds and non-duplication with other federal or state funding sources.
- i. Agree to comply with all applicable state and federal laws and regulations, MOU requirements, DHCS guidance, including All Plan Letters (“APLs”) and Policy Letters (“PLs”), and contractual terms and conditions as imposed by DHCS.

- j. City shall make all premises, facilities, equipment, books, records, papers, and contracts, computer systems available for inspection, examination or copying for purposes of an audit or monitoring.

4) RESPONSIBILITIES OF HPSJ

HPSJ shall provide the following:

- a. Support partnerships between social service agencies, counties, and public health agencies, and public and community-based housing agencies in support of the HHIP goals and as efforts to address homelessness.
- b. Oversee project(s), including monitoring and verifying milestone achievement and administering payments consistent with the terms of the project(s) or the HHIP submission, and any subsequent state, federal, or DHCS guidance.
- c. Collect and evaluate information related to City's project(s) for the purposes of ensuring progress toward City's goals and objectives, program achievement and reporting to DHCS.
- d. HPSJ will report to the DHCS on the project status in accordance with required HHIP submissions and deliverables and as required by DHCS.
- e. HPSJ is responsible for the administration of HHIP funds as set forth in section 5 below.

5) FUNDING

- a. HPSJ will make incremental payments on agreed upon projects or investments as provided in Exhibit A. HPSJ will initiate processing of payments to City upon receipt of all required documents and updates.
- b. The specified projects will be deemed complete and fully funded only when milestones as set forth in Exhibit A have been met.
- c. There is no guarantee of funding. Funding paid by HPSJ to City may be subject to recoupment for reasons including but not limited to: failure to participate, failure to engage in minimum level of efforts, or any overpayment as identified by HPSJ. Upon receipt of HPSJ's written notification that such failures or overpayment have occurred, City shall promptly return the funds noted for recoupment in the notification, unless City disputes the recoupment, in which case the parties shall engage in good faith negotiations for a period of thirty (30) days to resolve such issues.
- d. HPSJ may adjust milestone measurement and related payments as needed and may delay payment for non-reporting or non-compliance with program terms. HPSJ will not make any milestone payment until all past due reporting is complete.

- e. Proposed funding as outlined within Exhibit A is based on information known and available to HPSJ and may be modified in accordance with payments made by DHCS and new developments.

6) **LIAISON**

HPSJ and City will each designate a liaison(s) to serve as a point of contact of activities performed related to this MOU.

7) **MOU MONITORING**

HPSJ and City will meet on a mutually agreed upon frequency, or upon request to monitor the performance of parties' responsibilities related to this MOU.

8) **REPRESENTATIONS**

Both parties to this MOU make the following representations, which are agreed to be material to and form a part of the inducement for this MOU:

- a. HPSJ and City have the support staff and facilities necessary to provide the services described in this MOU; and
- b. HPSJ and City have the expertise and authority to provide the services described in this MOU.

9) **ASSIGNMENT**

This MOU is not assignable.

10) **COMPENSATION**

Each party will be responsible for its own costs and fees.

11) **INDEMNIFICATION**

Each party agrees that it shall indemnify, defend and hold harmless the other party, its agents, elected officials, officers, volunteers, authorized representatives, and employees from any and all losses, liabilities, costs, expenses, charges, damages, claims, liens, and causes of actions, or whatsoever kind of nature, including, but not limited to, reasonable attorney's fees, which are in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, through any act, omission, fault, or negligence, whether active or passive, of said party or said party's officers, agents, employees, or authorized representatives, which relates in any manner to this MOU, any work to be performed by said party arising from the operation of this MOU, of any authorized delegated to said party

under this MOU, except those injuries or damages that are the result of willful acts or the sole negligence of the other party, its officers, agents, or employees.

12) TERMINATION

This MOU may be terminated for the following reasons:

- a. **For Cause.** If any party materially breaches the terms of this MOU, the other party shall have the following alternative remedies:
 - i. Immediately terminate the MOU, if the non-breaching party reasonably believes the breach cannot be cured.
 - ii. Provide the breaching party with written notice of non-breaching party's intent to terminate the MOU, unless the breach is cured to the non-breaching party's satisfaction within thirty (30) days. The parties shall engage in good faith negotiations to resolve such issues during such 30-day period.
 - iii. All other remedies provided by law.
 - iv.
- b. **For Convenience.** Either party to this MOU may for any reason or no reason terminate this MOU at any time by giving the other party thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination.
- c. **Non-Appropriation.** HPSJ reserves the right to terminate this MOU in the event insufficient funds are appropriated or budgeted for this MOU in any fiscal year. Upon such termination, thirty (30) days written notice will notify parties that such an action is required by HPSJ.

If this MOU is completely or partially terminated, the records or data relating to the work terminated shall be transferred to HPSJ within five working days and be permanently removed from City's electronic system to the extent permitted by law.

13) NOTICES

Notices to be given by one party to the other under this MOU shall be given in writing by email, personal delivery, by certified mail, return receipt requested, or express delivery service at the addresses specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received four (4) days after deposit. A party may change the address to which notice is to be given by giving notice as provided above.

If to City, to:

Attn: Midori Lichtwardt
City of Tracy

If to HPSJ, to:

Attn: Chief Compliance Officer
Health Plan of San Joaquin

333 Civic Center Plaza
Tracy, CA. 95376
email: Midori.lichtwardt@cityoftracy.org

7751 South Manthey Road
French Camp, CA 95231-9802
email: PrivacyOfficer@hpsj.com

14) **SOLE MOU**

This document, including all attachments hereto, contains the entire MOU between the parties relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this MOU. No oral promise, modification, change or inducement shall be effective or given any force or effect.

15) **MODIFICATIONS OF MOU**

This MOU may be modified in writing only, signed by the parties in interest at the time of the modification.

16) **CONFIDENTIALITY**

- a. The HPSJ and City collaboration in support of project(s) may require the exchange of confidential or proprietary information (“Confidential Information”) as may be identified by either party. HPSJ and City agree to abide by processes and requirements applicable to the exchange of either’s respective confidential information, in accordance with applicable state or federal law, including but not limited to the California Public Records Act. City shall adhere to all HIPAA regulations outlined in HIPAA Business Associate Agreement.
- b. The parties shall comply and require its officers, employees, agents, and/or subcontractors to comply with the provisions of Welfare and Institutions Code Section 10850 which requires the confidentiality of applications and records concerning individuals receiving public social services to ensure that:
 - i. The applications and records of all individuals made or kept by a public officer or agency in connection with the administration of the provisions of the Welfare and Institutions Code relating to any form of public social services for which grants in aid are received by the State or Federal government will be confidential and will not be open to examination for any purpose not directly connected with the administration of public social services or as required by law; and
 - ii. No person will publish or disclose, or use or permit, or cause to be published, disclosed, or used, any confidential information pertaining to an applicant or recipient of public social services.

iii. The parties shall inform all officers, employees, agents and/or subcontractors of the above requirements and that any person knowingly and intentionally violating the provisions of State law is guilty of a misdemeanor.

17) GOVERNING LAW

Both parties shall observe and comply with all applicable County, State and Federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference. The parties further agree this MOU shall be governed by California law.

18) NONDISCRIMINATION

Both Parties shall observe and comply with all applicable county, state and federal laws, ordinances, rules, and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference. These laws include, without limitation, those pertaining to nondiscrimination and confidentiality of personal health information.

19) CONFLICTS OF INTEREST

Both parties shall observe and comply with all Government Code sections and the following:

- a. The parties have read and are aware of the provisions of Sections 1090 et seq. and 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees and agree to be bound thereby. The parties certify that they are unaware of any financial or economic interest of any public officer or employee relating to this MOU. It is further understood and agreed that if such a financial interest does exist at the inception of this MOU, the parties may immediately terminate this MOU by giving written notice thereof.
- b. The parties certify that its employees and officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this MOU shall have any personal financial interest or benefits which either directly or indirectly arises from this MOU.
- c. The parties shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family or business ties.

20) **SIGNATURE AUTHORITY**

Each party represents that they have full power and authority to enter into and perform this MOU, and the person signing this MOU on behalf of each party has been properly authorized and empowered to enter into this MOU.

[Signatures to Follow]

IN WITNESS TO WHICH, each party to this MOU has signed this MOU upon the date indicated, and agrees, for itself, its employees, officers, partners and successors, to be fully bound by all terms and conditions of this MOU.

**San Joaquin County Health Commission,
dba Health Plan of San Joaquin**

By:

Name:

Title:

Date: Click or tap to enter a date.

City of Tracy

By:

Name:

Title:

Date:

[reminder of this page left blank intentionally]

EXHIBIT A

Business Partner (Legal Name)	City of Tracy
Business Partner Tax Identification Number:	94-6000442
Copy of W-9 (Y/N)	Y
Project Name & Description:	<p>Arbor Avenue Shelter Site</p> <p>Interim Shelter site to include 5 modular buildings, 4 of which are dormitory in nature with one administrative building which will house operations and support services.</p>
Project Timeline/Milestones	<p>August – September 2022: Groundwork to prepare for Arbor Avenue site. (Completed)</p> <p>September 2022: Solicitation of provider/operator for Arbor Avenue site. (Completed)</p> <p>October 2022 – November 2022: Additional work to resolve additional fuel costs, fencing, lighting, gravel and operators.</p> <p>November 4, 2022: Opening of Temporary Emergency Housing Facility (Completed)</p> <p>Quarter 4 2023: Continuation of construction work for permanent site</p> <p>Quarter 4 2023: Anticipate final installation of custom containers and construction efforts for Phase IV</p>
Proposed Funding:	\$595,000
Distribution of Proposed Funding:	Q42023: \$595,000

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

Adopt a Resolution: 1) Authorizing the acceptance of a grant award from Health Plan of San Joaquin in the amount of \$595,000 to partially fund the continued operation of the Tracy Interim Shelter Site; and 2) Appropriating the total grant funds to the Mobility and Housing Department, Homeless Services Division budget.

WHEREAS, on May 16, 2023, the City of Tracy Homeless Services Manager met with the Health Plan of San Joaquin and discussed the housing needs of the unsheltered throughout the City, and the Health Plan of San Joaquin requested a proposal for the Tracy Interim Shelter Site; and

WHEREAS, on May 16, 2023, the City of Tracy submitted a proposal and budget to the Health Plan of San Joaquin in the amount of \$595,000; and

WHEREAS, on June 1, 2023, Health Plan of San Joaquin notified the City of Tracy that the proposal submitted was selected for grant funding; and

WHEREAS, the Tracy Interim Shelter Site (renamed Phase III and Phase IV of the Temporary Emergency Housing Facility) project is part of the overall shelter campus project, parts of which are in various phases of design, development, and/or construction; and

WHEREAS, the grant funding will be used to cover operating costs associated with monthly fuel and generator costs and temporary restrooms and fencing of Phase III and IV of the Temporary Emergency Housing Facility that will ultimately house up to 38 additional individuals, and the project is intended to provide a site for those seeking shelter within the City limits; and

WHEREAS, the City of Tracy will collaborate with the Health Plan of San Joaquin to provide additional resources and support to the City's unsheltered population as they are housed; and

WHEREAS, City match is not required;

WHEREAS, The Tracy Homelessness Advisory Committee heard this item on October 19, 2023 and recommended that the City Council adopt the proposed Resolution; now, therefore, be it

RESOLVED: That the City Council hereby accepts the grant award from Health Plan of San Joaquin in the amount of \$595,000 to partially fund operation costs of the Tracy Interim Shelter Site (renamed Phase III and Phase IV of the Temporary Emergency Housing Facility, CIP 71112); and be it

FURTHER RESOLVED: That the City Council hereby appropriates \$595,000 of the total grant funds to the Mobility and Housing Department, Homeless Services Division.

The foregoing Resolution 2023-_____ was adopted by the City Council on November 7, 2023,
by the following vote:

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

N

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

October 19, 2023

Agenda Item 3.C

RECOMMENDATION

Staff recommends that the Tracy Homelessness Advisory Committee recommend that the City Council adopt a Resolution (1) approving Amendment No. 1 to the General Services Agreement (Agreement) with United Fence Services, Inc., to extend the term of the Agreement through December 31, 2024 for the rental of fence panels, stands and safety brackets required at the Temporary Emergency Housing Facility (TEHF).

EXECUTIVE SUMMARY

Staff recommends that the Tracy Homelessness Advisory Committee recommend that the City Council adopt a Resolution (1) approving Amendment No. 1 to the General Services Agreement (Agreement) with United Fence Services, Inc., to modify Section 2.1 to extend the term of the Agreement through December 31, 2024 for the rental of fence panels, stands and safety brackets required at the Temporary Emergency Housing Facility (TEHF).

The proposed Amendment No. 1 (Attachment A) will extend the term of the General Services Agreement (GSA) with United Fence Services, Inc. (Consultant) through December 31, 2024 to provide the Temporary Emergency Housing Facility (TEHF) with rental of fence panels, stands and safety brackets. The Agreement not to exceed amount of \$200,000, is unchanged.

BACKGROUND AND LEGISLATIVE HISTORY

On July 5, 2023, the City Council adopted Resolution No. 2023-138 approving an Agreement with United Fence Services, Inc., to provide rental fence panels, stands & safety brackets at the Temporary Emergency Housing Facility on Arbor Avenue.

Under Section 2.1 of the Agreement, the term of the Agreement ends on December 21, 2023. Amendment No. 1 extends the term of the Agreement to December 31, 2024.

ANALYSIS

The City plans desires to extend the rental fencing around the Temporary Housing Emergency Facility to better secure the construction areas and enhance security of the residents and staff at the shelter until the permanent fence are installed as part of the Phase II construction.

FISCAL IMPACT

Amendment No. 1 to the Agreement with United Fence Services, Inc. requires no additional funding. The Agreement is funded as part of the project Operations costs, funded by City of Tracy American Rescue Plan Act (ARPA) funds. The Amendment does not have any fiscal impact. The Agreement of the not-to-exceed amount of \$200,000 is unchanged.

CEQA DETERMINATION

A Notice of Exemption was issued on October 16, 2020, for the Temporary Emergency Housing site at 500 Arbor Avenue in accordance with Government Code sections 65660-65662 for Low Barrier navigation Centers and Section 15269c) of the CEQA Guidelines (14 Cal. Code Regs. 15269(c) for (Emergency Projects). No environmental impacts beyond those already analyzed for the CIP exist; accordingly, no further CEQA analysis is needed.

STRATEGIC PLAN

This agenda item supports the Public Safety Strategic Priority, Implement the adopted Homelessness Strategic Plan.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the Tracy Homelessness Advisory Committee recommend that the City Council adopt a Resolution (1) approving Amendment No. 1 to the General Services Agreement (Agreement) with United Fence Services, Inc., to extend the term of the Agreement through December 31, 2024 for the rental of fence panels, stands and safety brackets required at the Temporary Emergency Housing Facility (TEHF).

ATTACHMENTS:

Attachment A – Amendment No. 1 United Fence Services, Inc.
Attachment B – GSA United Fence Services, Inc.

Prepared by: Ilene Macintire, Senior Civil Engineer

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

Approved by: Midori Lichtwardt, Interim City Manager

**CITY OF TRACY
AMENDMENT NO. 1 TO**

General Services Agreement with United Fence Services, Inc. - Temporary Emergency Housing Facility Fence Rentals

This Amendment No. 1 (**Amendment**) to the General Services Agreement by and between the City of Tracy, a municipal corporation (**City**), and United Fence Services, Inc., a California corporation (Contractor) is being entered into on the date this Amendment is last executed. City and Consultant are referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

- A.** The City and Contractor entered into a General Services Agreement for the provision of rental fence panels, stands and safety brackets at the Temporary Emergency Housing Facility, which was approved by the City Council on July 5, 2023 pursuant to Resolution No. 2023-13 (**Agreement**) 8.
- B.** The City and Contractor desire to amend the term of the Agreement by extending the expiration date of such term from December 31, 2023 to December 31, 2024.
- C.** This Amendment is being executed pursuant to Resolution No. _____, which was approved by Tracy City Council on November 7, 2023.

Now therefore, the Parties mutually agree as follows:

1. Incorporation by Reference. Unless specifically modified by this Amendment, the Agreement shall remain unchanged and in full force and effect. By their signatures below, the Parties hereby ratify, approve, and confirm the Agreement remains in full force and effect. This Amendment incorporates by reference all terms set forth in the Agreement, unless specifically modified by this Amendment. All capitalized terms used herein and not defined herein shall have the meanings set forth in the Agreement.

2. Terms of Amendment.

A. Section 2.1 of the Agreement is hereby amended in its entirety to read as follows:

"Term. The term of this Agreement shall begin on November 1, 2022 and end on December 31, 2024, unless terminated in accordance with Section 6."

3. Signatures. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one instrument. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment. This Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

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

City of Tracy

By: Nancy D. Young

Title: Mayor

Date: _____

United Fence Services, Inc.

By: Jose A. Flores

Title: Chief Executive Officer

Date: 10/10/2023

Federal Employer Tax ID No.

90-0859571

Attest:

Adrienne Richardson, City Clerk

By: Yuliana Flores

Title: Chief Financial Officer

Date: 10/10/2023

Approved as to form:

Bijal M. Patel, City Attorney

City of Tracy – General Services Agreement with United Fence Services, Inc.

CITY OF TRACY
GENERAL SERVICES AGREEMENT WITH
United Fence Services, Inc. – Temporary Emergency Housing Facility Fence Rentals

This General Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and United Fence Services, Inc., a California corporation (**Contractor**). City and Contractor are referred to individually as “Party” and collectively as “Parties.”

Recitals

- A. City desires to retain Contractor to provide the Temporary Emergency Housing Facility (TEHF) with the rental of fence panels, stands and safety brackets; and
- B. After negotiations between the City and Contractor, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- C. Pursuant to Resolution No. 2023-138, the City Council dispensed the procurement requirements for this Agreement under Tracy Municipal Code section 2.20.180, subsection (b)(4), and authorized execution of this Agreement.
- D. This Agreement is being executed pursuant to Resolution No. 2023-138

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

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

2.1 Term. The term of this Agreement shall begin on November 1, 2022 and end on December 31, 2023, unless terminated in accordance with Section 6.

3. Compensation. City shall pay Contractor 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 \$200,000. Contractor’s billing rates shall cover all costs and expenses for Contractor’s performance of this Agreement. No work shall be performed by Contractor in excess of the total compensation amount provided in this section without the City’s prior written approval.

3.2 Invoices. Contractor shall submit monthly invoices to the City that describe the services performed, including times, dates, and names of persons performing the services.

3.2.1. Contractor's failure to submit invoices in accordance with these requirements may result in the City rejecting said invoices and thereby delaying payment to Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8 Labor Code Compliance. Contractor is aware of the requirements of Chapter 1 of Part 7 of Division 2 of the California Labor Code and applicable regulations which require the payment of prevailing wage rates (§1771, §1774, and §1775); employment of apprentices (§1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. The services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, Contractor agrees to fully comply with such Prevailing Wage Laws.

8.1 Rates. These prevailing wage rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to perform the services described herein. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half. Contractor assumes all responsibility for such payments and shall defend,

City of Tracy – General Services Agreement with United Fence Services, Inc.

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.

City of Tracy – General Services Agreement with United Fence Services, Inc.

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:

Karin Schnaider
Assistant City Manager
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

To Contractor:

United Fence Services
5491 West F Street
Tracy, CA 95304

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,

City of Tracy – General Services Agreement with United Fence Services, Inc.

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]

City of Tracy – General Services Agreement with United Fence Services, Inc.

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

City of Tracy

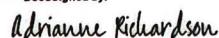
DocuSigned by:



By: Nancy D. Young
Title: Mayor
Date: 7/10/2023 | 1:26 PM PDT

Attest:

DocuSigned by:



Adrienne Richardson, City Clerk

Approved as to form:

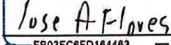
DocuSigned by:



Bijal M. Patel, City Attorney

United Fence Services, Inc.

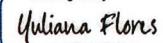
DocuSigned by:



By: Jose A. Flores
Title: Chief Executive Officer
Date: 6/28/2023 | 4:18 PM PDT

Federal Employer Tax ID No.

DocuSigned by:



By: Yuliana Flores
Title: Chief Financial Officer
Date: 6/29/2023 | 12:51 PM PDT

Exhibits:

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

City of Tracy – General Services Agreement with United Fence Services, Inc.

EXHIBIT A - Scope of Work

Commencing on November 1, 2022, the below items will be delivered, installed, and removed at the Tracy Emergency Housing Facility located at 370 Arbor Road Tracy, CA 95304, throughout the term of this contract as the site demands fluctuate during the construction process.

- Provide and install Driven Chain-Link Fences
- Provide and install Pedestrian Gates, Double Swing Gates, Chain-Link Gate
- Provide and Install Chain-Link Fence Panels with stands and brackets
- Sandbags
- Driven Posts
- Delivery and Pick-Up

City of Tracy – General Services Agreement with United Fence Services, Inc.

EXHIBIT B - Compensation

Commencing on November 1, 2022, the below items will be delivered, installed, and removed at the Tracy Emergency Housing Facility located at 370 Arbor Road Tracy, CA 95304, throughout the term of this contract as the site demands fluctuate during the construction process.

Rental Fees

Provide and install Driven Chain-Link Fence - \$8.00 per Linear Feet (LF)

Provide and Install Pedestrian Gates - \$250.00 per Gate

Provide and install Double Swing Gates - \$550.00 per Gate

Provide and Install Chain-Link Slide Gate - \$1,200.00

Provide and Install Chain-Link Gate - \$150.00

Prevailing Wage

Provide and Install Temporary Fence Panels with Metal Bases and Safety Brackets - \$2.50 per LF

Provide and Install Sandbags - \$10.00 per Sandbag

Delivery Charge - \$150.00

Pick-Up Charge - \$150.00

Damage Fees

Damage Fees Lost or Stolen \$285.00 each

Damaged Panels \$180.00 each

Damaged/Missing Metal Stands \$45.00 each

Missing Brackets \$4.50 each

Removing/Relocating fence panels \$125.00 per hour + Service Call \$175.00

One time fees - (Unless replacement is needed)

Windscreen/ Privacy Screen \$2.50 Linear Feet

Cement Blocks \$48.00 each

Sandbags \$7.50 each

Gravel Bags \$15.00 each

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

**ADOPTING A RESOLUTION (1) APPROVING AMENDMENT NO. 1 TO
THE GENERAL SERVICES AGREEMENT (AGREEMENT) WITH
UNITED FENCE SERVICES, INC., TO EXTEND THE TERM OF THE
AGREEMENT THROUGH DECEMBER 31, 2024 FOR THE RENTAL OF
FENCE PANELS, STANDS AND SAFETY BRACKETS REQUIRED AT
THE TEMPORARY EMERGENCY HOUSING FACILITY (TEHF)**

WHEREAS, on July 5, 2023 the City Council adopted Resolution No. 2023-138 dispensing the procurement requirements for this Agreement under Tracy Municipal Code section 2.20.180, subsection (b)(4) and authorized execution of this Agreement; and

WHEREAS, the City entered into a General Services Agreement (GSA) with United Fence Services, Inc. (Consultant), to provide rental fence panels, stands & safety brackets at the Temporary Emergency Housing Facility on Arbor Avenue; and

WHEREAS, Consultant has satisfactorily met all terms of the GSA; and

WHEREAS, the City plans desires to extend the rental fencing around the Temporary Housing Emergency Facility to better secure the construction areas and enhance security of the residents and staff at the shelter until the permanent fence are installed as part of the Phase II construction; and

WHEREAS, Staff requests the extension of the term of the GSA through December 31, 2024; and

WHEREAS, the Tracy Homelessness Advisory Committee heard this item on October 19, 2023 and recommended that the City Council adopt the proposed Resolution; now, therefore, be it

RESOLVED: That the City Council hereby adopts a resolution approving Amendment No.1 to the General Services Agreement with United Fence Services, Inc. for the rental of fence panels, stands and safety brackets required at the Temporary Emergency Housing Facility (TEHF) to extend the agreement through December 31, 2024 and the Agreement not to exceed amount of \$200,000, is unchanged; and be it

The foregoing Resolution 2023-_____ was adopted by the City Council on November 7, 2023,
by the following vote:

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

N

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