

TRACY HOMELESSNESS ADVISORY COMMITTEE SPECIAL MEETING AGENDA

Tuesday, September 26, 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: 25574763676 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 25574763676#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 the May 18, 2023 Special 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 report regarding the implementation of the City Council Strategic Plan to End and Prevent Homelessness and the most recent Emergency Interim Shelter activities.

3.B The Tracy Homelessness Advisory Committee recommend that the City Council adopt a resolution awarding a professional service agreement to The Salvation Army to serve as the City's shelter operator for the Temporary Emergency Housing Facility, with an initial term of one (1) year and a not-to-exceed annual cost of \$2.6 Million.

3.C Tracy Homelessness Advisory Committee recommend that the City Council adopt a resolution (1) making a determination that United Site Services provides unique products and services that are not available from other sources, therefore compliance with standard procurement process is not in the best interest of the City and (2) approving general services agreement with United Site Services of California, Inc. with a not-to-exceed amount of \$125,000 to provide temporary showers and restrooms to Phase IV-Custom Container occupants until permanent bathrooms are installed under Phase II-Site Improvements at the Temporary Emergency Housing Facility, CIP 71112, at 370 West Arbor Avenue.

3.D The Tracy Homelessness Advisory Committee recommend that the City Council adopt a Resolution to (1) approve the Professional Services Agreement with Roebbelan Construction Management Services, Inc. for construction management services for Phase II Site Improvements at the Temporary Emergency Housing Facility, CIP 71112, located at 370 W. Arbor Avenue, with a total not-to-exceed amount of \$450,185.

3.E The Tracy Homelessness Advisory Committee recommend that the City Council adopt a resolution approving a professional services agreement with Trine Integrated Services, Inc. for security services for a total amount not to exceed \$150,000 for a term of three months.

4. STAFF ITEMS
5. COMMITTEE ITEMS
6. ADJOURNMENT

Posting Date: September 25, 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.

May 18, 2023, 7:00 p.m.

Tracy City Hall, 333 Civic Center Plaza, Tracy

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. Motion was made by Vice Chairperson Bedolla and seconded by Chairperson Davis to adopt the Consent Calendar. All in favor, passed and so ordered.
 - 1.A ADOPTION OF FEBRUARY 16, 2023 SPECIAL MEETING MINUTES AND MARCH 16, 2023 SPECIAL MEETING MINUTES-Minutes were adopted
2. ITEMS FROM THE AUDIENCE – Alice English expressed that it is a shame that the custom containers that were purchased are now claimed to be a total loss of \$600,000 at taxpayer expense, why were these containers accepted without inspection, without going to Council, why no project manager assigned and why was this information withheld from Council and public. Asked commission to look into who is providing security for the warming center and were they licensed. Also asked why the City Manager approved the containers that came from a company in Texas and why are millions of dollars being spent on forty (40) people.

Gabriela Machuca asked that the City consider cancelling the contract with City Net and Tracy Community Connections Center (TCCC) especially since that in a 12-month period over \$4 million dollars have been spent.

Jamie Medina provided an update as to the work that Community Action Services is doing with the unhoused community and asked if there was there a preemptive contract awarded for the provider for the sprung shelter.

Staff responded to questions.

3. 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 Services responded to questions.

Chief Sekou Millington, Chief of Police, Tracy Police Department, responded to questions.

Lieutenant Miguel Contreras, Community Preservation Unit, Tracy Police Department responded to questions.

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

Karin Schnaider, Assistant City Manager responded to questions.

Jamie Medina asked about the individuals that are living along the MacArthur exit and if that is being counted and updates on the encampment.

Alice English asked about the discrepancy between the numbers of individuals that refuse to go to the shelters and asked if they were being counted twice and asked what happens to those that refuse to go to the shelter.

Jamie Medina asked how the individuals who have been in and out of the shelter and how are they being accounted for on the report.

Brad Fieldhouse commented that exits (positive or negative) can be duplicated as every act is tracked as an action when an individual enters or exits the shelter and that is how the data is compiled.

Committee questions and comments followed.

3.B The Tracy Homelessness Advisory Committee receive an informational report regarding the City's shelter operators' approved services and a financial summary of the implementation of the City Council Strategic Plan to End and Prevent Homelessness.

Virginia Carney, Homeless Services Manager and Lieutenant Miguel Contreras, Community Preservation Unit, Tracy Police Department provided the staff report and responded to questions.

Committee questions and comments followed.

Karin Schnaider, Assistant City Manager responded to questions.

Gabriella Machuca understands the costs but feels that \$4 Million to run a shelter for a 12-month period is excessive and to cancel the contract. There are a lot of agencies in Tracy and in San Joaquin County that are competent and able to do the work.

Melinda Ramirez, City Net, shared with counsel the services that City Net is providing clients at the shelter and that the biggest barrier is the deficit in housing options and suggested the City look into more permanent supportive housing

Committee comments followed.

Dotty Nygard asked that more success stories be shared with the public and if webpage can share what items the community can donate to the shelter.

Ayesha Nic-Gongora, Familiar Faces, spoke about the need not for affordable housing, but low-income housing. Ms. Nic-Gongora spoke about the challenges clients face when searching for housing and that this will continue to be a problem for clients until the City opens up the conversation of providing low income housing.

Cynthia Camacho shared her concerns and feelings that if an individual is getting paid to provide a service why should the community provide support. Ms. Camacho would like to see more non-profits in Tracy receive funding so they can grow as her non-profit has received no money. Ms. Camacho also questioned the salaries being paid at the shelter and duplicate services being provided by TCCC and the shelter

Heather Smitty shared that it has been almost 3-months since she formally requested all of the correspondence between City Counsel, City Manager and City staff on the topic of homelessness and has been provided minimal information. Ms. Smitty asked for assistance on getting this information in a timely manner.

Committee questions and comments followed.

Vernal Shaw shared that she does not understand how money is being spent and is tired of seeing her money going down the drain when the streets and sidewalks are in such bad shape. Ms. Shaw shared that the money spent on the shelter could have been used to build mental health offices or a drug rehab and is concerned with the unhoused individuals in Tracy.

Alice English shared that she does not understand why Virginia is still employed and why so much money is being spent on TCCC and City Net when they are both providing the same services.

Jamie Medina shared that Ms. Carney is the only one from the service providers to the staff whose integrity cannot be questioned. Mr. Medina shared that we live in a City Manager run form of government and that Mr. Rogers is responsible and does not take accountability.

Bubba Paris shared that in 2019 he began his working on the homeless situation in Tracy without City funds until November of 2022 with the warming center. Mr. Paris shared numbers and the services that TCCC provides to help the unhoused in the community of Tracy.

Committee questions and comments followed.

- 3.C The Tracy Homelessness Advisory Committee recommend that the City Council adopt a resolution approving the bylaws for the Committee.

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

Conrad Levoit asked about a community member sitting on the committee.

Committee questions and comments 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 the bylaws for the Committee. Roll call found all in favor; passed and so ordered.

3.D 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.

Committee questions and comments followed.

Alice English asked if these items would still be going to City Council and when will this be going to City Council.

Karin Schnaider, Assistant City Manager asked the City Attorney to provide clarity on the question asked by Chairperson Davis if the committee can tie this item with 3.E. the discussion on the Linked Equipment, other custom containers.

Bijal Patel, City Attorney, shared that the committee can request to continue an item before making a decision.

ACTION: Motion was made by Vicechair Bedolla and seconded by Chairperson Davis to continue item 3.D. after 3.E.

3.E The Tracy Homelessness Advisory Committee recommend that the City Council adopt a resolution approving a procurement agreement with Linked Equipment, LLC for the purchase of eight pre-manufactured custom container structures in an amount not to exceed \$716,320 to be installed as part of the site improvements at the Temporary Emergency Housing Project, CIP 71112, at 370 W. Arbor Avenue.

Karin Schnaider, Assistant City Manager and James Jackson, Director of Operations provided the staff report and responded to questions.

Committee questions and comments followed.

No public comment.

Committee questions and comments followed.

ACTION: Motion was made by Vice Chairperson Bedolla and seconded by Chairperson Davis to reject items 3.D and 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 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) suspending 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 asked the committee to reject this item to continue to look at items for Phase IV and will bring back depending on the recommendations from the committee at the next meeting.

No public comment.

No committee questions and comments.

ACTION: Motion was made by Vicechair Bedolla and seconded by Chairperson Davis to reject items 3.F. 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) accepting the completion of the preparation work and underground utilities construction (Phase 1), and the preparation work for the modular and container units (Phases 3 & 4) for the Temporary Emergency Housing Project on Arbor Avenue, CIP 71112, completed by GradeTech, Inc., of San Ramon, California, (2) authorizing the City Clerk to File the Notice of Completion with the San Joaquin County Recorder's Office, and (3) authorizing the City Engineer to release the bonds and retention payment for such completed work

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

No public comment.

No committee questions and comments.

ACTION: Motion was made by Vice Chairperson Bedolla and seconded by Chairperson Davis to approve item 3.G. 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 rescinding Resolution No. 2022-121, which authorized the City Manager to take immediate and emergency actions to implement interim housing solutions for the City of Tracy's unsheltered, and waived procurement requirements for professional services under Tracy Municipal Code Section 2.20.140(b)(6).

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

No public comment.

ACTION: Motion was made by Vice Chairperson Bedolla and seconded by Chairperson Davis to have item 3.H be heard by the City Council at the next council meeting scheduled for June 20, 2023. Roll call found all in favor; passed and so ordered.

4. STAFF ITEMS – Karin Schnaider Assistant City Manager, asked for direction on the ongoing THAC calendar now that meetings will be monthly and if July will also be dark for THAC as it is for City Council.

Committee comments followed.

5. COMMITTEE ITEMS – None

6. ADJOURNMENT – Time: 11:11 p.m.

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

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

Chairperson

ATTEST:

Deputy City Clerk

September 26, 2023

Agenda Item 3.A

RECOMMENDATION

Staff recommends that 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.

EXECUTIVE SUMMARY

This 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

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.

Tracy Homelessness Strategic Plan and Initiatives Updates

Pursuant to Council's reaffirmation of the emergency shelter crisis in August of 2022, the City Manager authorized staff to move forward on interim emergency shelter solutions to operate the interim site.

Goal 1: Increase Housing Options in the City of Tracy

Expansion of Interim Shelter Site

In the Summer of 2022, the City began its journey 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.

As the “Campus Concept” began to morph into a reality, so did construction costs. Therefore, the City phased the “Campus Concept” into Four Phases (as shown on the Current Site Plan).

Phase I: Site Preparation was completed in October 2022, which included demolition, earthwork, and placement of major underground utilities.

Phase II: Site Improvements & Sprung Structure is tentatively scheduled for re-bid in late November/December 2023.

Phase III: Phase III where 48 beds are in-service as four dormitory buildings, including an additional Modular building serving as an administration space where Supportive Services are managed by the City Shelter Operator.

Phase IV: Custom Containers, this Phase is currently under construction where it is anticipated the placement of 8 custom containers approved for purchase on July 5th, 2023, by City Council. It is anticipated that this Phase will provide an additional 38 beds expected to be delivered in October.

Construction Update

- Linked Equipment proposed timeline for delivery of new containers is October 2023.
- Installation of permanent power for Phases III & IV is anticipated to be completed early August 2024.
- Installation of permanent power for Phase II is anticipated to be completed by mid-September 2024.
- Completion of the lift station is anticipated to be completed by the end of June 2024. But will not be in operation until the power supply is complete.
- Construction project advertisement after HUD issues release of funding for congressional grant (end of NEPA process) Potential November advertisement, late December award of contracts, January construction start. October 2024 projected Phase II TEHF construction completion.

Upcoming Construction Tasks

- Request an amendment for the Sprung Structure agreement previously approved by City Council as there is a slight price increases due to price escalation. This will be delayed coinciding with award of construction contract.
- Request authorization for an agreement to purchase commercial kitchen. This will be delayed coinciding with award of construction contract.
- Request for Proposals (RFP) for Construction Management for services advertised on July 28, 2023. Selected Construction Management to be presented to THAC on September 26, 2023.

Budget Update

The Homeless Services Division approved FY23/24 operating budget totaled \$1.7 million, which is funded from the general fund and the American Rescue Plan Act (ARPA) funds the City received.

On November 1, 2022, the City Council approved an appropriation of \$2.6 Million from ARPA, amending the FY2022/23 operating budget, to fund professional service agreements to provide operations services for the interim shelter. On December 6, 2022, the City Council approved an appropriation of \$470,000 from the general fund, amending the FY2022/23 operating budget, to fund improvements for the interim shelter site.

**FY2023/24 as of August 31,
2023**

**Includes FY23 Carryovers*

<u>Revenue Sources</u>	<u>General Fund (City)</u>	<u>ARPA (City Staff)</u>	<u>ARPA (City)</u>	<u>Health Plan of San Joaquin</u>
Modulars				
Linked Equipment Containers				\$682,440
Service Providers			\$2,980,179	
Staffing		\$353,331		
Operating (Supplies, Fuel)	\$2,056,321			
Total Committed	\$2,056,321	\$353,331	\$2,980,179	\$682,440

<u>Expenditures</u>	<u>General Fund (City)</u>	<u>ARPA (City Staff)</u>	<u>ARPA (City)</u>	<u>Health Plan of San Joaquin</u>
Modulars	\$7,473			
Linked Equipment Containers				\$149,100
Service Providers		\$40,551	\$447,567	
Staffing				
Operating (Supplies, Fuel)	\$102,888			
Total Expended (as of 8/31/23)	\$110,361	\$40,551	\$447,567	\$149,100

Projected Budget Available	\$1,945,959	\$312,780	\$2,532,612	\$533,340
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*Provider invoices have been paid through 7/31/23. August invoices have been received and are currently being processed. They are not reflected in the above totals.

**Temporary Emergency Housing
Facility – CIP 71112**

<u>Funding Source</u>	<u>Budget</u>	<u>Expenses</u>	<u>Encumbered (Committed)</u>	<u>Balance</u>
Community Development Block Grant (s)	\$1,185,461	\$836,294	\$-	\$349,167
Homeless Housing, Assistance & Prevention	\$743,282	\$743,282	\$-	\$-
American Rescue Plan Act - SJ County (MOU B-8245)	\$3,661,113	\$3,438,952	\$222,161	\$-
Housing Asset Funds (City)	\$690,000	\$173,072	\$55,500	\$461,428
American Rescue Plan Act - City of Tracy	\$4,500,000	\$66,001	\$8,100	\$4,425,899
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Totals	\$10,779,856	\$5,257,601	\$285,761	\$5,236,494
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Federal Funding	\$3,000,000			\$3,000,000
American Rescue Plan Act - SJ County	\$7,167,798			\$7,167,798
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Totals	\$20,947,654	\$5,257,601	\$285,761	\$15,404,292

Grant Update

The Homeless Services Division continues to apply for additional funding opportunities to help offset ongoing costs and help support operations and construction costs for the Temporary Emergency Housing Facility. Below is a table referencing current grants that have been applied for and their status.

Funding Source	Amount Requested	Submittal Date	Award Date	Point of Contact	Status/Notes
Earmarks (Congressman Harder) Community Project Funding	\$3 Million Construction	Spring/Summer 2022	Award notification March 2, 2023	Homeless Services Manager	Approved -Pending a new updated NEPA* completion.
American Rescue Plan Act (ARPA) funding from San Joaquin County	\$7.1 Million Construction	October, 2022	County earmarked funding for City of Tracy	Homeless Services Manager	Awarded, pending MOU approval.
State Encampment Resolution Fund	\$1.2 Million Operations	June, 2023	Notification - September, 2023	Homeless Services Manager	Not awarded this round - Another round to be released in Fall 2023
CDBG City of Tracy	\$350,000 Construction	January, 2023	March, 2023	Homeless Services Manager	Approved by Council, September 5, 2023
HHAP R3	\$251,753 Operations	November, 2022	April, 2023	Homeless Services Manager	Approved by Council, September 5, 2023.
Health Plan of San Joaquin	\$595,000 Construction	May, 2023	May, 2023	Homeless Services Manager	Awarded, scheduled for City Council acceptance on October 17, 2023

* The additional NEPA addendum will require additional consulting hours and funding with a timeline of 110 days to complete. The additional NEPA is required to add the additional beds to the site along with this new funding stream.

Goal 2: Increase Access to Coordinated Support Services for People Experiencing Homelessness

Ongoing - Coordinated efforts between City departments continue, including Operations and Utilities Department, South County Fire Authority, Tracy Police Department, and the Code Enforcement team to proactively address issues related to homelessness and providing bi-weekly park clean-ups. The City teams meet weekly with one another and with our contracted providers to address any concerns with triage, referrals, or outreach efforts.

The continued bi-weekly deployment of “Operation Helping Hands” (OHH) is productive – this team includes the Homeless Services Division, Tracy Police Neighborhood Resource Officers, San Joaquin County Behavioral Health Services (BHS), Care-Link, Whole Person Care, Community Medical Centers, The Salvation Army, and local non-profits. This team coordinates outreach to our identified encampments and provides additional behavioral health support to the Tracy Interim shelter site on these outreach days.

Continuum of Care (CoC) Update

Our Homeless Services Manager is a part of several CoC subcommittees, these include CES, Point in Time Count and Strategic Planning to name a few. The Homeless Services Manager is currently the Co-Chair of the Strategic Planning meeting. The CoC has moved forward with selection of hiring a consultant to perform the Point in Time (PIT) count for 2024. Planning of this is underway to include all cities and unincorporated areas.

Homeless Service Provider Updates

Updated totals as of August 31, 2023							
Homeless Service Provider	Clients in/referred to Shelter	Total number of contacts	Clients on Waitlist/Interested	Client refusal into shelter	Exits/negative	Exits/positive (family reunite/other housing)	Total approx. unsheltered/encampments
City Net (shelter operator)	48	130	N/A	N/A	75	13	N/A
Tracy CCC (pre-shelter intake and referral)	134	181	35	45	N/A	N/A	61 unsheltered/2 encampments
Familiar Faces (Tracy PD - Outreach Coordinators)	32	273	21	N/A	N/A	N/A	48 unsheltered/2 encampments
Unique total			56	45	75	13	

* Unique totals are defined as an individual service (some individuals will have multiple services)

City Net Update through August 31, 2023

City Net has processed 130 unduplicated individuals into the shelter since November 14, 2022. They are providing ongoing case management support to all shelter residents. To date, 13 individuals have exited the shelter with a housing destination (positive exits).

As of August 31, 2023, the shelter has 48 individuals and 14 pets. There are an additional 35 individuals on the waiting list who have already been processed through Tracy Community Connection Center and are awaiting an open bed.

The City of Tracy is currently working with our shelter providers on updating their file system. In addition, we are working on updating their policies and procedures.

Tracy Community Connection Center Update through August 31, 2023

Tracy Community Connections Center (TCCC) has processed a total of 158 unique individuals through their Navigation Center for shelter intake to date. The City of Tracy is currently working with our providers on updating their file system.

Park Clean Up

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. The City's future for El Pescadero Park include the construction of the new multi-generational gymnasium center.

Monthly-Totals for August 2023:

- 4 arrests (cite and released for TMC sections), 13-hazard tent site removals & approximately 38 tons of trash/debris removed (not including ACTenviro's clean-up/trash debris removal from DB4).
- Trine Security continues to provide 24-hour security service at El Pescadero Park.

Transit Update

Total Ridership since inception through August 31, 2023, was a total of 98 boardings with an average of 3.63 passengers per day. Overall, since November we have had 547 passengers with an average of 2.21 passengers per day.

Goal 3: Develop Action Plans for Engaging with People Experiencing Homelessness

Ongoing - The Familiar Faces (FF) team continues to assist with shelter intake, organizing, and networking with non-profits and religious groups to identify gaps and solutions (reunification/habitat for humanity-like efforts). Police Patrol teams continue to work collaboratively on how to best utilize the FF team when out on patrol.

The FF team, alongside the Police Department are working with a consultant to ensure FF is meeting objectives and adopting operating policies and guidelines. The Police Department is working alongside this consultant in developing a Homeless Response System within our city-wide efforts that supports our City's Homelessness Strategic Plan.

TCCC continues to provide daily outreach and engagement support in the City encampments and parks. They are working collaboratively with our FF to come alongside the shelter team ensuring direct access to beds when available.

Goal 4: Enact Specific Strategies for Vulnerable Subpopulations Experiencing Homelessness

Ongoing - The City's transition plan has focused on our most vulnerable residents who are residing in City encampments. This would include but is not limited to, transitional aged youth, veterans, the LGBTQ+ community, victims of crime and those with behavioral health needs. City staff is currently working with BHS to solidify additional resources to come alongside our shelter project. During our bi-weekly deployment of Operation helping Hands we were able to connect with several of our regional and county partners. We will be coordinating with our Whole Person Care team to initiate a street medicine program. We are working on identifying areas of the City that would most benefit from this resource.

The Tracy Police Department and Familiar Faces staff continue to meet alongside our County Behavioral Health Leadership, along with the Whole Person Care team to continue discussions on how we can collaborate on serving our most vulnerable unsheltered residents here in Tracy. These meetings have led to an increase in Behavioral Health support at the shelter.

In addition, the City is in conversations with our Managed Care Plans to provide support to subpopulations as we build in bed capacity over the coming months and year.

Our 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 individuals.

FISCAL IMPACT

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

ACTION REQUESTED OF THE COMMITTEE

Staff recommends that 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.

Prepared by: Virginia Carney, Homeless Services Manager

Reviewed by: Bijal Patel, City Attorney
Sara Cowell, Finance Director

Approved by: Brian MacDonald, Interim Assistant City Manager

ATTACHMENTS

Attachment A – Tracy Homelessness Advisory Committee Update PowerPoint

Tracy Homelessness Advisory Committee

Homeless Services Update

September 26, 2023

OVERVIEW

- Tracy 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.

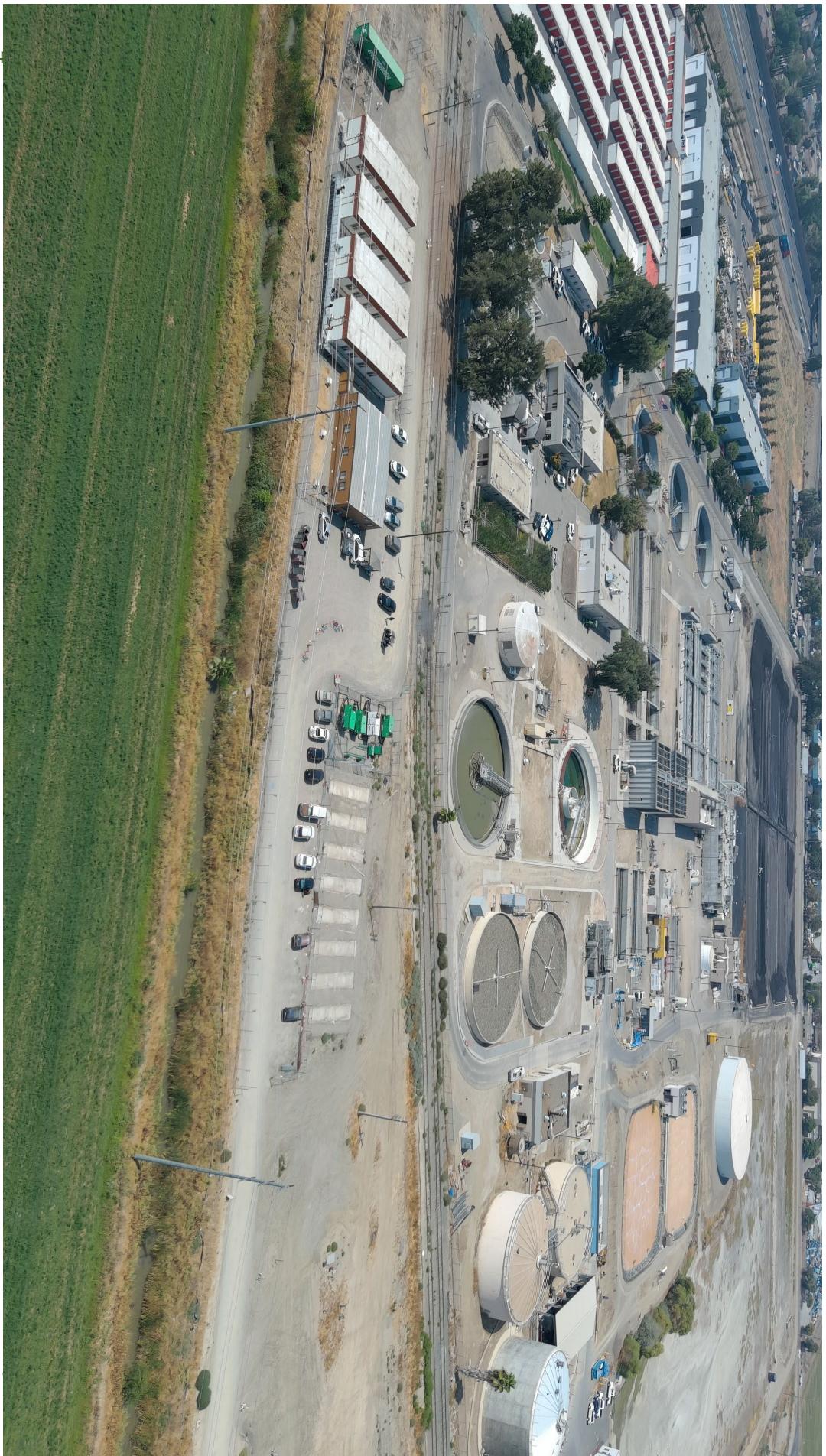




Goal 1: Increase Housing Options in the City of Tracy



Interim Shelter Site



Shelter Update

Cumulative Totals of Shelter Services*

Shelter Services	Totals
Total Clients Served	130
Appointment Hours	976
Employment Assistance	87
Health Insurance	47
ID Cards	40
Mental Health Referrals	50
Social Security Cards	54
Substance Use Referral	17
VISPDATS	34
Pet Care	26
Life Skills	113
Art Classes	15
Clothing	130
Meals	39,096
Hygiene Kits	130
Bus Passes	225

Shelter Highlights for August:

- Client who was at the shelter since it's opening and previously resided at El Pescadero moved into Permanent Housing.

- Client reconnected with mother and moved to Monterey County to pursue Beauty College with the support from her family.

Housing Options

Temporary Housing Type

The modulars, and custom containers provide housing referred to as “non-congregate” housing and the sprung structure will provide housing referred to as “congregate” housing.

Anticipated Sheltering Capacity (by end of October 2024)		
Housing Type	Housing Offered	Anticipated # of beds
Congregate	Sprung Structure	68
Non-Congregate	Modulars	48
Non-Congregate	Custom Containers	38
	Anticipated Total Bed Capacity	154

TEHF Construction Update

- Ongoing: NEPA Study
- October, 2023: Delivery of Linked Equipment Containers
- November, 2023 (or when funding released by HUD): Construction RFP Advertisement (5 Weeks)
- December, 2023 THAC Meeting: Construction Bid Acceptance Recommendation for Consideration
- January, 2024 Council Meeting: Construction Award
- February, 2024: 300-Day Construction Period Begins (Weather-Permitting)
- June, 2024: Lift Station Completion (In Service When Power Supply Available)
- August, 2024: Permanent Power Installation for Phases III & IV
- September, 2024: Phase II Power Installation Completion
- October, 2024: Expected Phase II Construction Completion

Homeless Services Budget Update

FY2023/24 as of August 31, 2023

**Includes FY23 Carryovers*

Revenue Sources	<u>General Fund</u> <u>(City)</u>	<u>ARPA (City)</u> <u>Staff</u>	<u>ARPA (City)</u> <u>San Joaquin</u>	<u>Health Plan of</u> <u>San Joaquin</u>
Modulars				
Linked Equipment Containers				\$2,980,179
Service Providers				\$682,440
Staffing				\$353,331
Operating (Supplies, Fuel)				\$2,056,321
Total Committed	\$2,056,321	\$353,331	\$2,980,179	\$682,440

Expenditures	<u>General Fund</u> <u>(City)</u>	<u>ARPA (City)</u> <u>Staff</u>	<u>ARPA (City)</u> <u>San Joaquin</u>	<u>Health Plan of</u> <u>San Joaquin</u>
Modulars	\$7,473			
Linked Equipment Containers				\$149,100
*Service Providers				
Staffing				
Operating (Supplies, Fuel)	\$40,551	\$447,567		
Total Expended (as of 8/31/23)	\$110,361	\$40,551	\$447,567	\$149,100

Projected Budget Available	\$1,945,959	\$312,780	\$2,532,612	\$533,340
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*Provider invoices have been paid through 7/31/23. August invoices are not included in the above totals. However, invoices have been received and are currently being processed.

TEHF (Phase III) Budget

Temporary Emergency Housing Facility – CIP 71112

<u>Funding Source</u>	<u>Budget</u>	<u>Expenses</u>	<u>Encumbered (Committed)</u>	<u>Balance</u>
Community Development Block Grant (s)	\$1,185,461	\$836,294	\$-	\$349,167
Homeless Housing, Assistance & Prevention	\$743,282	\$743,282	\$-	\$-
American Rescue Plan Act - SJ County (MOU B-8245)	\$3,661,113	\$3,438,952	\$222,161	\$-
Housing Asset Funds (City)	\$690,000	\$173,072	\$55,500	\$461,428
American Rescue Plan Act - <u>City of Tracy</u>	\$4,500,000	\$66,001	\$8,100	\$4,425,899
Totals	\$10,779,856	\$5,257,601	\$285,761	\$5,236,494
Federal Funding	\$3,000,000		\$3,000,000	
American Rescue Plan Act - SJ County	\$7,167,798		\$7,167,798	
Totals	\$20,947,654	\$5,257,601	\$285,761	\$15,404,292

Budget Update/Grant Update

Funding Source	Amount Requested	Submittal Date	Award Date	Point of Contact	Status/Notes
Earmarks (Congressman Harder) Community Project Funding	\$3 Million Construction	Spring/Summer 2022	Award notification March 2, 2023	Homeless Services Manager	Approved -Pending a new updated NEPA* completion.
American Rescue Plan Act (ARPA) funding from San Joaquin County	\$7.1 Million Construction	October, 2022	County earmarked funding for City of Tracy	Homeless Services Manager	Awarded, pending MOU approval.
State Encampment Resolution Fund	\$1.2 Million Operations	June, 2023	Notification - September, 2023	Homeless Services Manager	Not awarded this round - Another round to be released in Fall 2023
CDBG City of Tracy	\$350,000 Construction	January, 2023	March, 2023	Homeless Services Manager	Approved by Council, September 5, 2023
HHAP R3	\$251,753 Operations	November, 2022	April, 2023	Homeless Services Manager	Approved by Council, September 5, 2023.
Health Plan of San Joaquin	\$595,000 Construction	May, 2023	May, 2023	Homeless Services Manager	Awarded, scheduled for City Council acceptance on October 17, 2023

Current Site Plan

CITY OF TRACY
TEMPORARY EMERGENCY HOUSING PROJECT
370 W Arbor Ave, Tracy, CA

Date: 07/18/23



PHASE I Site Preparation	PHASE II Site Improvements	PHASE III Custom Container Dorms (Single Person Rooms)	PHASE IV Expansion with Individual Modular Units
Congregate Housing & Adminstrative Offices			

68 BEDS

Phase I, Site Preparation, included demolition, earthwork, and placement of major underground utilities. Phase I construction was completed in October, 2022.

Phase II Site Improvements, builds upon completed site work and will provide a Sprung Structure with temporary bed space for 68 individuals along with access to restrooms, showers and a laundry facility. Complete build-out for a permanent shelter site is planned and will provide additional access improvements including roadways, pedestrian pathways, site lighting, shade structures and outdoor furniture. Security improvements including cameras, fencing and automatic gates are included.

Phase II Construction will be advertised for bids in late August, 2023.

~38 BEDS

Phase III of the Temporary Emergency Housing Facility includes eight Custom Container dormitory units that will accommodate up to 38 additional individuals.

Additional restroom and shower space will be included adjacent to the Phase II restrooms and showers.

~48 BEDS

Phase III of the project provides four modular dormitory units, providing space for up to 48 individuals. An additional modular administration structure is located adjacent to modular dormitories and provides a base for City dormitories and shelter operations.

Goal 2: Increase Access to Coordinated Support Services for People Experiencing Homelessness



Support Services Updates

- Monthly Updates
 - Collaborative efforts between the City/County Update
 - The Detention Basin-4 encampment has been cleared of tents due to a fire
 - Continuum of Care Update
 - Co Chair position – Strategic planning committee
 - Park clean-ups Update
 - DB4 had a large clean up of debris and trees
 - Transit Services Update
 - Update on rider utilization

Provider Updates

Updated Totals as of August 31, 2023

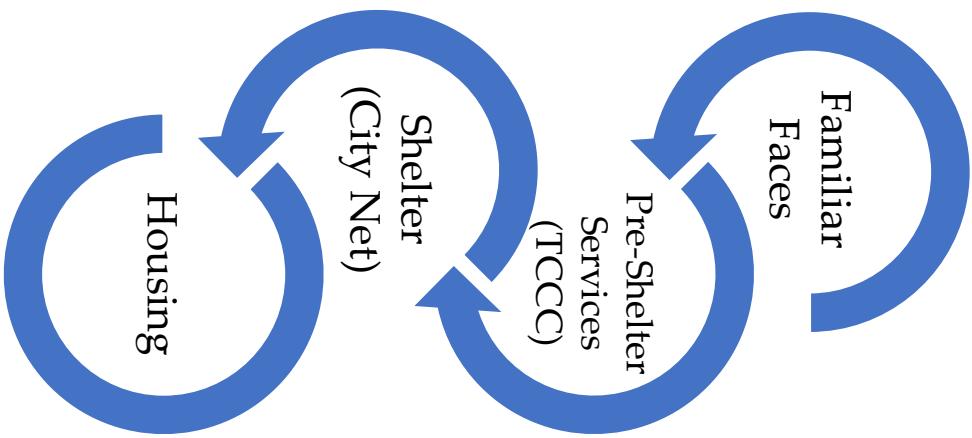
Homeless Services Provider	Clients in/referred to Shelter	Total number of contacts	Clients on Waitlist/Interested	Client refusal into shelter	Exits/negative	Exits/positive (family reunite/other housing)	Total approx. unsheltered/encampments
City Net (shelter operator)	48	130	N/A	N/A	75	13	N/A
Tracy CCC (pre-shelter intake and referral)	134	181	35	45	N/A	N/A	61 unsheltered/2 encampments
Familiar Faces (Tracy PD - Outreach Coordinators)	32	273	21	N/A	N/A	N/A	48 unsheltered/2 encampments
Unique total*			56	45	75	13	

*Unique totals are defined as an individual service (some individuals will have multiple services).

Goal 3: Develop Action Plans for Engaging with People Experiencing Homelessness



City Operator Services Unsheltered Response Team



Familiar
Faces

Pre-Shelter
Services
(TCCC)

Housing

Emergency Shelter Operations: Daily care and program oversight of clients, maintenance of facility and site.

Housing: Transitional and permanent housing; and permanent supportive housing, etc.

Familiar Faces: Responds to PD calls for service related to unsheltered homeless individuals, identification, triage, and transport.

Outreach Update

Familiar Faces

A family consisting of a mother, father, and three (3) small children were placed at the Royal Motel through FF grant funding. This family is now first on the list for HDAP come the beginning of September when services re-open. They attempted to obtain services in San Jose, but the waitlist was six (6) months out, so they came to Tracy in hopes of obtaining help sooner.

Tracy Community Connections Center

A homeless Veteran who was ill, his car impounded, and dog removed and placed in shelter came to TCCC asking for help. TCCC was able to divert the veteran by connecting him with a Sober Living Facility where he could live with his dog and receive the services he needed for his recovery. This Veteran was able to get his dog back, register his vehicle through the DMV and get it back and is currently enrolled in a substance abuse program.

Goal 4: Enact Specific Strategies for Vulnerable Subpopulations Experiencing Homelessness



Strategies for Vulnerable Sub-populations

Develop transition plans on most vulnerable

- Transitional Aged Youth (18-24 years old)
- The LGBTQ+ community
- Victims of crime
- Individuals with behavioral health needs
- Veterans

Expand Partnership with County:

- Behavioral Health and Whole Person Care Collaborative efforts
 - Continue to meet with providers on a quarterly basis to build in capacity for support in Tracy from regional and county providers
- Managed Care Plans
 - Working with multiples stakeholders and providers on the Hospital Council to streamline support to our County and regional unsheltered population



Questions?



September 26, 2023

AGENDA ITEM 3.B

RECOMMENDATION

Staff recommend that the Tracy Homelessness Advisory Committee recommend that the City Council adopt a resolution awarding a professional service agreement to The Salvation Army to serve as the City's shelter operator for the Temporary Emergency Housing Facility, with an initial term of one (1) year and a not-to-exceed annual cost of \$2.6 Million.

EXECUTIVE SUMMARY

The City of Tracy (City) issued a Request for Proposals (RFP) to solicit applications from private entities and/or non-profit organizations to operate a year-round non-congregate low barrier Temporary Emergency Housing Facility for individuals experiencing homelessness in Tracy. The Temporary Emergency Housing Facility (Shelter) will help people experiencing homelessness develop a pathway towards permanent housing, healthcare, and stability. Proposed onsite services include, but are not limited to, transportation to and from the shelter, case management, state-licensed behavioral health services, social services, meals, showers, laundry service, 24/7 staffing, and security.

A low barrier shelter aims to provide immediate access to shelter space for people experiencing homelessness while reducing barriers for those who might not otherwise accept assistance. This means that a person will not be denied access to the shelter due solely to mental illness, substance abuse or addiction, or for having a pet or personal belongings in their possession. However, low barrier does not mean there are no rules or boundaries at the shelter. Guests will be expected to agree to and abide by a code of conduct that respects and ensures the safety of all guests, staff, shelter facilities, and the surrounding community.

In response to the RFP, the City received two (2) proposals by the August 14, 2023, deadline. The two proposals were reviewed by a Review Panel consisting of five (5) subject matter experts. Upon review of the proposals and interviews with two Proposers, staff is requesting that the City Council authorize the City Manager to enter into a professional services agreement with the top-rated proposer, The Salvation Army, to operate the City's Temporary Emergency Housing Facility for an initial one-year term, with a not-to-exceed annual cost of \$2.6 Million, and with an option to extend an additional year, if the Proposer satisfactorily performed all requirements in this Professional Service Agreement (PSA), and per recommendation from the Director of Mobility and Housing to the City Manager, the City Manager may extend the Agreement for an additional one-year.

BACKGROUND

On July 7, 2023, the City released an RFP for a Shelter Operator to manage and operate the City's Temporary Emergency Housing Facility. A voluntary pre-proposal meeting was held on July 31, 2023, to allow potential Proposers an opportunity to ask questions prior to the submittal deadline.

The City received a total of two (2) proposals by the August 14, 2023, deadline. A five-member panel of internal and external subject matter experts (Review Panel) was tasked with reading the submitted proposals and independently scoring each proposal, based on specific evaluation criteria identified in the RFP. Each Review Panel member submitted their rating sheets and rankings to staff. A meeting was held to identify and calculate the Review Panel's scores and rank the Proposers. Through this process, staff determined that all five (5) Panel members had each scored The Salvation Army as the highest followed by Ready to Work as second.

Based on the scores provided by the Review Panel, final interviews were held with the top two (2) Proposers. Several of the Review Panel members also served on the Interview Panel. Proposers were asked clarification questions regarding the content of the proposals. Questions for each proposer were similar in nature and based on the needs of the City as it pertains to shelter operations and was outlined in the Request for Proposals. At the conclusion of the interview, each Interview Panel member reviewed their written proposal ratings and had an opportunity to modify them based on the information heard during the interview. No Panel members changed or otherwise modified their individual ratings or rankings. At the conclusion of the interview process, and after a thorough review of the proposal scores, the Interview Panel recommended The Salvation Army as the most qualified to operate and manage the City's Facility. The overall ranking of the bidders and proposed annual operating costs from each bidder are listed in the table below.

Ranking	Entity Name	Proposed Annual Operating Cost
1	The Salvation Army	\$2.6 Million
2	Ready to Work	\$5.2 Million

Based on the comprehensive RFP, review of both proposals by both the Review and Interview Panel, staff requests that the City Council select the City's operator for the Temporary Emergency Housing Facility as The Salvation Army.

Proposer will coordinate a range of on-site programs and services for residents in partnership with local and regional service providers. Proposer will be responsible for operation of the shelter throughout the duration of the PSA. All work shall be performed in accordance with applicable codes, standards, and regulations. The annual cost of the contract is expected not to exceed \$2.6 Million dollars.

STRATEGIC PLAN

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

FISCAL IMPACT

Funding for the contract to operate the City's Temporary Emergency Housing Facility is included in the General Fund's operating budget for FY 2023-24. Subsequent years will be allocated as part of the annual budget process.

RECOMMENDATION- ACTION REQUESTED

Staff recommend that the Tracy Homelessness Advisory Committee recommend that the City Council adopt a resolution awarding a professional service agreement to The Salvation Army to serve as the City's shelter operator for the Temporary Emergency Housing Facility, with an initial term of one (1) year and a not-to-exceed annual cost of \$2.6 Million.

ATTACHMENTS

Attachment A – Professional Services Agreement-The Salvation Army

Attachment B- Award of Service Contract for TEHF Operator Power Point

Prepared by: Virginia Carney, Homeless Services Manager

Reviewed by: Brian MacDonald, Interim Assistant City Manager

Reviewed by: Bijal Patel, City Attorney

Approved by: Midori Lichtwardt, Acting City Manager

**CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT
FOR OPERATION OF THE CITY OF TRACY'S TEMPORARY
EMERGENCY HOUSING FACILITY
FISCAL YEAR 2023-2024**

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

Recitals

- A.** City desires to retain a Consultant to establish and operate a Low Barrier Non-Congregate Shelter; and
- B.** On July 7th, 2023, the City issued a Request for Proposals ("RFP") for the operation of a Temporary Emergency Housing Facility ("TEHP"). On August 14th, 2023, Consultant submitted its proposal for the Project to the City. City has determined that Consultant possesses the skills, experience and certification required to provide the services requested (as more specifically defined below, "Services").
- C.** After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of the Services in accordance with the terms set forth in this Agreement.
- D.** This Agreement is being executed pursuant to Resolution No. _____ approved by Tracy City Council on _____, 2023.

Now therefore, the Parties mutually agree as follows:

- 1. Scope of Work.** Consultant shall perform the Services, which includes those generally described in Exhibit "A" attached hereto and incorporated herein by this reference. Consultant shall not perform any Services until instructed by the City. The Services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: Major John Brackenbury, Del Oro Divisional Commander. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit "A," nor shall Consultant use or replace any subcontractor or subconsultant, without City's prior written consent. The City may terminate this Agreement if Consultant makes any such change.
- 2. Time of Performance.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance and shall complete all required services no later than the dates set forth in Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant shall submit all requests for time extensions to the City in writing no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City may grant or deny such requests in its sole and absolute discretion.

2.1 Term. The term of this Agreement shall begin on November 1, 2023 and end on October 31, 2024, unless terminated in accordance with Section 6. This Agreement may be extended for an additional year (1) upon mutual decision by both parties following a written determination by the City that Consultant has satisfactorily met all the requirements of this Agreement. Notwithstanding the foregoing provision, the payment of any funds under this

Agreement shall be subject to the City of Tracy's appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated. The fees proposed by Consultant shall remain unchanged for the entire term of this Agreement. Fees applicable during any extension terms may be negotiated at a later date.

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

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed \$2,599,920. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the total compensation amount provided in this section without the City's prior written approval. It is understood and agreed that Consultant may not receive compensation up to the amount stated above, and Consultant's total compensation under this Agreement will depend on the scope of the Services approved by the City. Notwithstanding anything contained in this Agreement to the contrary, the payment of any funds under this Agreement shall be subject to the City of Tracy's appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated.

3.2 Invoices. Consultant shall submit monthly invoice(s) to the City that describe the services performed, including times, dates, and names of persons performing the services.

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

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

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

3.3.1 The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant's services. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

3.3.2 Consultant agrees to maintain books, accounts, payroll records and other information relating to the performance of Consultant's obligations under the Agreement, which shall adequately and correctly reflect the expenses incurred by the Consultant in the performance of Consultant's work under the Agreement. Such books and records shall be open to inspection and audit by the City during regular business hours for three years after expiration or termination of this Agreement.

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

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

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

(The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional, under Civ. Code § 2782.8.)

Consultant and City mutually waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Termination. The City may terminate this Agreement in its sole and absolute discretion by giving ten (10) days’ written notice to Consultant. Within five (5) days of such a termination, Consultant shall give the City all original documents relating to the Services in Consultant’s possession or control, including, without limitation, preliminary drafts and supporting documents, and any other documents prepared by Consultant pursuant to this Agreement. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date of termination.

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

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

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

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

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

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

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

Code §§ 900 et seq

8. Ownership of Work. All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's Services, upon termination of this Agreement, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

9. Independent Contractor Status. Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits. Consultant shall be solely responsible for, and shall save the City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

9.1. Non-Exclusive Professional Services Agreement. The City reserves the right to contract with other firms and/or consultants during the term of this Agreement to provide the City the same or similar services described in Exhibit A. Nothing contained in this Agreement guarantees Consultant a certain amount of work, and the City may, in its sole and absolute discretion, allocate and/or delegate work to Consultant so as to satisfy the City's needs.

10. Conflicts of Interest. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest.

11. Rebates, Kickbacks, or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:

Midori Lichtwardt, Acting City Manager
333 Civic Center Plaza
Tracy, CA 95376

With a copy to:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:

Major John Brackenbury
Del Oro Divisional Commander
3755 N. Freeway Blvd
Sacramento, CA 95834

Captain Juan Oregel
1305 E. Weber Avenue
Stockton, CA 95205

13. Miscellaneous.

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

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

13.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. No waiver shall be effective unless it is in writing and signed by the waiving party.

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

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

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

13.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

13.7 Business Entity Status. Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is not a suspended corporation. If Consultant is a suspended corporation at the time, it enters this Agreement, City may take steps to have this Agreement declared voidable.

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

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

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

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

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

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

13.14 Counterparts. City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

13.15 Expenses for Enforcement. Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

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

[AREA INTENTIONALLY LEFT BLANK]

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

City of Tracy

By: Nancy D. Young

Title: Mayor

Date: _____

Attest:

Adrienne Richardson, City Clerk

Approved as to form:

Bijal M. Patel, City Attorney

C

DocuSigned by:

Doug Riley

AB983242CEC14DC...

By: Douglas Riley

Title: Territorial Commander

Date: 9/25/2023 | 1:16 PM PDT

DocuSigned by:

Terry Hughes

2C36A03CA583478...

By: Terry Hughes

Title: Territorial Secretary for Business

Date: 9/25/2023 | 9:27 AM PDT

DocuSigned by:

John Brackenbury

9/25/2023 | 2:11 PM PDT

By: John Brackenbury

Title: Divisional Commander-Del Oro Division

Federal Employer Tax ID No. 94-1156347

Exhibits:

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

EXHIBIT A
SCOPE OF SERVICES

SCOPE OF SERVICES

Consultant (also referred to herein as "Service Provider") shall provide nonfaith-based, shelter services, including case management, day programming, meals, transportation, and laundry services to individuals experiencing or at risk of homelessness for 48 adults and up to 86 adults throughout the term of the agreement, at the shelter site located at 370 Arbor Avenue, Tracy, CA, 95304. Consultant will be responsible to oversee daily shelter operations of the shelter facility. In addition, Consultant will coordinate a range of on-site programs and services for residents in partnership with local and regional service providers. Consultant will be responsible for operation of the shelter throughout the duration of the Agreement. All work shall be performed in accordance with applicable codes, standards, and regulations.

Scope of Services Requirements

1. 24/7 site management, including staffing for operations, security, and property management. Oversees daily 24/7 facility operations and maintenance.
2. Ability to accommodate pets and establish a pet policy for shelter site.
3. Development and implementation of site rules and procedures. Rules shall be based on preventing conduct that harms others' health and safety and consider COVID-safe protocols.
4. Provide Site User Violations/Grievance Process and Procedures that includes: Notice with specific information explaining misconduct and how it violated site rules. Grievance process & meeting with site user; Reasonable Accommodation Process. Just-cause required; and Referral to appropriate service/shelter alternatives if resident must leave.
5. Outreach to and coordination with other service providers from the County, local non-profit providers, hospitals/clinics, and other organizations to facilitate connections to services provided by those entities. County services may include but are not limited to housing navigation, mental health services, crisis intervention and benefit navigation.
6. Coordination with the community to address issues that arise in nearby areas.
7. Coordination with City outreach team to provide cohesive transition from unsheltered locations to the shelter.
8. Security to include the prohibition of narcotics, alcohol, weapons of any kind, and other potentially dangerous materials (such as propane cannisters, propane lighters, kerosene lanterns, etc.). Prescription medications must be inventoried. Narcotics and alcohol use is not permitted at the site. A Narcan policy must be established and implemented.
9. Intake of persons entering site in coordination with outreach team, including demographic information for HUD and HMIS reporting purposes.
10. Provide three meals daily to all shelter guests. Ensure appropriate licenses and certifications are obtained from County agencies or subcontracted service providers to operate kitchen facilities and/or to handle food preparation and/or meal delivery.
11. Provide onsite volunteer coordinator to manage and organize client services and communications with outside service providers to schedule events and/or day services for clients at the shelter.
12. Day services must include but are not limited to; substance use disorder education/support groups, mental health education/support groups, trauma education/support groups, resume building, domestic violence classes/support groups,

AA/NA groups, celebrate recovery, workforce development, adult school/general education classes and life skills. All classes need be conducted by licensed professionals in their area of expertise. A weekly calendar will be provided to shelter guests and City staff.

13. Adoption of a City designated case management plan to ensure ongoing case management support at the shelter site. Contractor will provide ongoing case management services on an individual basis to ensure residents receive the appropriate services and support. This includes life skills and educational support.
14. Provide housing navigation support in the form of a designated staff person at the shelter and assist the client with the transition into permanent housing.
15. Provide reports of performance measurements and metrics of the shelter's daily activity and progress to the City as requested.
16. Transportation to other service provider appointments as needed.
17. Required to become a Cal-Aim provider within 6 months of contract signing.
18. Participate in all San Joaquin Continuum of Care board meetings and applicable sub-committee meetings.
19. Keep up to date all client records on site and ensure that they are in accordance with all requests made by the City. City staff will conduct an initial file review within the first 90 days of operations and a mid-year file review to follow up on any issues found in the initial review.

The Service Provider shall operate a year-round, nonfaith-based, temporary emergency shelter for up to 86 adults (as part of Phase III and IV of the project), providing shelter 365 days a year, 24 hours a day, 7 days a week. In addition, the service provider will coordinate a range of on-site programs and services for clients in partnership with local and regional service providers.

The Service Provider will be responsible for operation of the shelter throughout the duration of the Agreement. All work shall be performed in accordance with applicable codes, standards, and regulations. **The City will cover the cost of occupancy and monthly utilities to include water, wastewater, solid waste disposal and recycling.**

The Service Provider shall work and coordinate with City staff on all aspects of the design and specifications of the emergency shelter.

Repairs, Maintenance, Additions and Reconstruction

Throughout the term of the Agreement, the Service Provider will be required, at the Service Provider's sole cost and expense, to keep and maintain the shelter and any and all improvements now or hereafter constructed and installed in the facility in good order, condition and repair and in a safe and sanitary condition and in compliance with all applicable laws in all material respects including, but not limited to, the landscaping, hardscaping, plumbing systems, fluorescent ceiling- mounted electric light fixtures; bulbs for fluorescent lights and related switches; windows; doors and locks, interior/non-structural/above-slab elements of the facility and all furnishings and equipment thereon, if applicable, and improvements constructed thereon in good order and repair (reasonable wear and tear excepted), and to keep said facility in a neat, clean, orderly, safe, and sanitary condition. Said maintenance includes, but is not limited to, janitorial services, flooring care and the prevention of accumulation of any refuse or waste materials that might constitute a fire hazard or a public or private nuisance. If Service Provider does not carry out its repair, maintenance, addition, and reconstruction obligations as set forth herein, the City may (without any obligation to do so) carry out said obligations on the Service Provider's behalf. In such event, within five (5) days of the City's demand, Service Provider shall

pay the City the amount equal to the monies paid by the City in carrying out the Service Provider's obligations, with interest accruing at the maximum amount allowed pursuant to California law beginning on the sixth (6th) day after such demand until payment is made to the City.

Security

The Service Provider will ensure that adequate security measures and policies are incorporated into the emergency shelter's operation, including but not limited to security plans, secured entrances, on-site security personnel, video recording equipment, adequate lighting, law enforcement patrols, and neighborhood safety controls. Detailed security procedures and protocols will be included in the Operating Plan developed by the City of Tracy and the Service Provider, as described further below.

At all times during the term of the agreement, at Service Provider's sole cost and expense, will be required to:

- (a) Observe and comply in all material respects with all Laws now or hereafter made or issued respecting the facility and/or the improvements that are applicable to the Service Provider.
- (b) The Service Provider shall provide the City with the copies of all approvals, permits, and licenses within 14 days of a written request by the City.

In the event that Service Provider does not carry out its security obligations, the City may hire a third party to carry out such obligations at the Service Provider's sole cost and expense.

Building & Fire Safety Requirements

In addition to the requirements contained in the California Building and Fire Codes, the Service Provider shall:

1. Obtain the proper permits and fire certifications prior to occupancy.
2. Post emergency telephone numbers near each telephone including, but not limited to, '9-1-1' and poison control.
3. Provide 2A:10BC fire extinguishers at a maximum spacing of 75 feet.
4. Not allow cooking inside the building.
5. Not allow smoking at any time within the buildings and auxiliary buildings, and not within 20 feet of main entrances, exits, and operable windows. Signage must be posted.
6. Post fire exit diagrams.

Service Animals

To protect the health and safety of guests, staff, and visitors, pets, livestock, and non-domesticated animals are prohibited from entering the emergency shelter site, with the exception of:

- Guide and hearing assisting dogs.
- Guests who would not seek shelter without their companion animal present. If

an animal is granted access to the shelter, the security staff must be notified, and accommodations will be made.

In addition, all pets entering the shelter site must be up to date on their vaccinations and have completed spay/neuter prior to entry.

OPERATING PLAN

The Service Provider shall create an Operations and Management Plan, which must be approved by the City of Tracy in its sole and absolute discretion. The Service Provider's scope will include working with the City of Tracy to tailor the Operations and Management Plan to the planned operation of the emergency shelter. The Service Provider shall submit its policies and procedures to the City of Tracy for the shelter program including, but not limited to, all aspects of the shelter program services, management plan, staff responsibilities, and staff coordination. The Service Provider will cooperate with the City of Tracy to secure approval of these policies and procedures. This will include the Service Provider making any revisions to the policies and procedure documents as necessary to address requests by the City, County, or applicable government agency. This plan should include but is not limited to: taking appropriate action for medical/mental health emergencies of participants, the use of the Homeless Management Information System (HMIS) to track occupancy and adhere to all implementation guidelines developed under the County's Continuum of Care Program, and engaging with health care and social services agencies, local agencies and social services programs, and volunteers to assist with the shelter program. In addition, the City is requesting the Operator provide a case management plan and provide steps to how the case management plan will be executed with shelter guests during their stay at the shelter site. This includes incorporating the day services and other supportive services into the plan.

Staffing and Training

The Service Provider shall:

1. Ensure there are trained staff members during all hours of operation at the shelter. Staff must be 18 years of age or older.
2. Be required to create the following policies/procedures prior to contract execution:
 - First-aid.
 - Fire and emergency procedures, including the proper use of fire extinguishers.
 - Client complaint and grievance procedures.
 - Narcan policy.
 - Non-discrimination policy.
 - Drug free workplace policy.
 - Sexual harassment policy.
 - Client confidentiality requirements.
 - Organization chart, including the appropriate lines of authority and communication.
 - Safety Plan to provide separate space and adequate supervision for clients during emergencies (ex: hepatitis).
 - Participate in HMIS data collection, data entry, and submission deadlines.
 - Ensure staff is oriented to the special needs of individuals who are homeless, experience mental health issues, substance abuse issues, or

intimate partner/domestic violence issues.

- Ensure staff has received mental health awareness and cultural, diversity/sensitivity training.
- Create a staffing plan that includes provisions to maintain safety and security in and around the perimeter of the shelter.
- Provide accessibility and accommodations for individuals with disabilities.
- Have a written policy of client responsibilities that is readily available to all clients.
- Acquire any required permits and approvals for the provision of the required services.
- Keep up to date all client records on site and ensure that they are in accordance with all requests made by the City.

OPERATING AGREEMENT

In addition to the Service Provider's obligation to indemnify the City as set forth elsewhere in the Agreement, the Service Provider shall, to the maximum extent permitted by law, defend, and hold the City of Tracy harmless from and against any and all claims or damage to person or property relating to or arising in whole or in part, directly or indirectly, from the Service Provider's management and operation of the shelter and/or relating in any way to the shelter.

LOW-BARRIER ACCESS

The shelter shall be considered a "low-barrier" facility for purposes of guest access, and any entry screening, barriers, or conditions to access shall be defined in the Operations and Management Plan, as such may be approved by the City and reasonably necessary to accomplish the purposes of this Agreement, or as may otherwise be ordered by a court of law, or required by a settlement agreement to which the City of Tracy is a party. Except as required to comply with applicable law or court order, the shelter shall not be a "no-barrier facility, and shall have, at a minimum, access or entry conditions for guests that are substantially similar to those utilized by the other emergency shelters or navigation centers, and screening for felony warrants or registration as a sex offender as may be included in the Operations and Management Plan. The Service Provider is responsible to make all reasonable efforts to assist all eligible clients in securing enrollment into Social Security (SSI).

REPORTS

Service Provider shall submit reports monthly to the City of Tracy and, if requested by the City, to the San Joaquin County Continuum of Care. Data and due dates for the monthly reports will be items mutually agreed upon with the City. At least once per year, to be completed contemporaneously with the Annual Audit, the Parties shall cause a third-party to review and audit the day-to-day operational affairs of the shelter and prepare an Annual Report to be presented to the City of Tracy.

The Contractor will be required to enter client level data in the San Joaquin County Homeless Management Information System (HMIS) for each client accessing the shelter. The HMIS is a database used by the San Joaquin County Continuum of Care (SJCoC) for the purpose of

recording and storing client-level information on the characteristics and service needs of those experiencing homelessness.

The Contractor is also responsible for communicating with the Coordinated Entry Lead Agency which is San Joaquin County's local 211 for appropriate referrals once entered into the shelter. This includes having the individual complete a Vulnerability Index which assists providers in determining the individuals housing needs and available options.

To participate in the SJCoC, Contributing HMIS Organizations (CHOs) must have an Agency Partner Agreement and a Data Sharing Memorandum of Understanding with the SJCoC. For more information visit: www.sanjoaquincoc.org

EXHIBIT B-Compensation

Exhibit 1 - Appendix C

Stockton Salvation Army Tracy Shelter Annual Budget

Annual Expense	Amount
Utilities: (includes gas, water, sewer, electric, pest control, trash, fire alarm, phone, internet) **	\$163,540
Communication	\$10,000.00
Offices supplies:	\$9,500.00
Equipment: laptops, computers, copier machines, laptops ect.	\$20,000.00
Programs supplies.	\$12,000.00
Vehicle insurance, maintenance, gas, transportation, included.	\$17,000.00
Salaries: (includes taxes and benefits) (see attached salary breakdown for staffing)	\$1,437,958.64
Overtime Expenses (industry standard of 2% of salary expenses)	\$28,759.17
Food, Snacks, Coffee: \$9.00 per person per day (86 people) @365 days	\$282,510
Building Inspections, A/C, and Heating service parts / maintenance	\$12,100
Associated training costs for emergency evacuation procedures; client confidentiality requirements; emergency procedures for medical, psychiatric, and crisis situations; First aid procedures; Cultural competency; and Shelter operational procedures.	\$5,500
<u>Cleaning Supplies: (includes hygiene, paper products, first aid, janitorial)</u>	<u>\$2.32 per pers. per day</u>
3 months or 5% to start.	(\$103,084.65)
Sub Total	\$2,071,693.00
<u>TSA Administration Fee Negotiated Indirect Cost Rate Agreement (NICRA) 25.5%</u>	<u>\$528,281.00</u>
	\$2,599,920.00



Award of Service Contract for Temporary Emergency Housing Facility Operator

September 26, 2023

OVERVIEW

- Request For Proposal (RFP) Timeline
- Proposal Evaluation Criteria
- RFP Review Process
- Ranking Results and Recommendation
- Services provided in contract
- Contract Term



RFP Timeline

Key Dates:	
RFP Released	July 7, 2023
RFP Pre-Proposal Meeting	July 19, 2023, at 6:00pm
Deadline for RFP questions	July 31, 2023, at 5:00 PM
Proposal Deadline	August 14, 2023, at 3:00 PM
Interview Dates	Week of August 28, 2023
Anticipated City Council Contract Award	October 3, 2023
Contract execution, and related required documentation	October 3, 2023, through October 27, 2023
Anticipated Contract start date	November 1, 2023

Proposal Evaluation Criteria

CATEGORY	POINTS
Past and current organizational experience in providing homeless services to the community. Capability to operate a non-congregate low barrier shelter.	20
Applicant's organization readiness to carry out operations of an emergency low barrier shelter and ability to prepare and execute a plan.	20
Adequacy of staffing plan and qualifications of key personnel.	15
Applicant has the necessary connections to local and regional service partners	10
Client service delivery – applicant can ensure client delivery of service	10
Proposed Annual operating budget	15
Connection to and knowledge of the local community	5
Completeness, accuracy, and quality of proposal	5
Total Points Possible	100

Review Process

- Two responsive proposals received by August 14th deadline:
 - The Salvation Army
 - Ready to Work
- Proposals were reviewed by the Review Panel consisting of five (5) internal and external subject matter experts:
 - Individually ranked proposals
 - Virtual interviews with proposers

Proposal Ranking

Ranking	Ranking Entity Name	Proposed Annual Operating Cost
1	The Salvation Army	\$2.6 Million
2	Ready to Work	\$5.2 Million

- All five panel members ranked The Salvation Army as the top proposer

Services Provided

- Comprehensive support services will include:
- Outreach
- Intake
- Case management
- Food, clothing and laundry
- Transportation services
- Security
- Day services
- Facility maintenance
- Housing navigation
- Pet Services

Term

- Initial one-year term
- Option to extend an additional one-year term with satisfactory performance
- Not to exceed \$2.6 million annually

Thank you



APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

**RESOLUTION AWARDING A PROFESSIONAL SERVICES
AGREEMENT TO THE SALVATION ARMY TO SERVE AS THE CITY'S
OPERATOR FOR THE TEMPORARY EMERGENCY HOUSING
FACILITY, WITH AN INITIAL TERM OF ONE YEAR AND A NOT TO
EXCEED ANNUAL COST OF \$2.6 MILLION**

WHEREAS, the City of Tracy (City) seeks to offer a temporary emergency housing facility to provide temporary housing to the unsheltered population in the City (Facility); and

WHEREAS, on July 7, 2023, the City issued a Request for Proposals (RFP) seeking a provider to operate and maintain the Facility; and

WHEREAS, in response to the RFP, the City received two (2) responses by the August 14, 2023, deadline; and

WHEREAS, a five-member panel of internal and external subject matter experts (Review Panel) was tasked with reviewing and analyzing the submitted proposals and independently scoring each proposal, based on specific evaluation criteria identified in the RFP, to determine which proposer best met the City's needs and demonstrated the competence and professional qualifications of the required services; and

WHEREAS, the Review Panel scored The Salvation Army as the top proposer, followed by Ready to Work as second; and

WHEREAS, after the Review Panel's review was complete, final interviews were held with The Salvation Army and Ready to Work by a panel of five qualified experts (Interview Panel); and

WHEREAS, at the conclusion of the interview process, and after a thorough review of the proposal scores, and proposers' qualifications, the Interview Panel determined that The Salvation Army best met the City's needs and demonstrated the professional qualifications for the satisfactory operation and management of the City's Facility; and

WHEREAS, the Tracy Homelessness Advisory Committee heard this item on September 26, 2023 and recommended that the City Council adopt this proposed Resolution; and now, therefore, be it resolved as follows:

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

RESOLVED: That the City Council hereby awards a professional services agreement to The Salvation Army to serve as the City's operator for the Facility. City Council of the City of Tracy hereby approves the Professional Services Agreement with The Salvation Army to maintain and operate the Facility that includes an initial term of one (1) year, an annual not to exceed cost of \$2.6 million, and an option for the City manager to extend the agreement for an additional year if the Director of Mobility and Housing determines that The Salvation Army has satisfactorily performed all requirements of the agreement. After review and approval by the City Attorney's office, City Council authorizes the execution of the Professional Services Agreement; and be it further

RESOLVED: That the City Manager is authorized to take all actions necessary to effectuate the intent of this Resolution; and be it further

RESOLVED: That this resolution takes effect immediately upon its adoption.

* * * * *
* * * * *

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on October 3, 2023, by the following vote:

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

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

September 26, 2023

Agenda Item 3.C

RECOMMENDATION

Staff recommends that the Tracy Homelessness Advisory Committee recommend that the City Council adopt a resolution (1) making a determination that United Site Services provides unique products and services that are not available from other sources, therefore compliance with standard procurement process is not in the best interest of the City and (2) approving general services agreement with United Site Services of California, Inc. with a not-to-exceed amount of \$125,000 to provide temporary showers and restrooms to Phase IV-Custom Container occupants until permanent bathrooms are installed under Phase II-Site Improvements at the Temporary Emergency Housing Facility, CIP 71112, at 370 West Arbor Avenue.

EXECUTIVE SUMMARY

Staff recommends 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), contracts for goods and general services executed by the City Manager to implement emergency interim housing solutions for the unsheltered with United Site Services of California, Inc.

On August 16, 2022, 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. Due to the declaration of an emergency, the Resolution authorized the City Manager to take requisite actions needed to expeditiously provide interim housing solutions.

This agenda item is to approve a general services agreement for specialty services with the service provider, United Site Services of California, Inc., to provide the temporary showers and restrooms facilities to the Phase IV-Custom Containers occupants until the permanent bathrooms are installed in Phase II-Site Improvements.

BACKGROUND AND LEGISLATIVE HISTORY

On September 1, 2020, City Council authorized the creation of a Capital Improvement Project (CIP) for the Temporary Emergency Housing Project on Arbor Avenue, CIP 71112 (Project) to create a safe and dignified facility for residents experiencing homelessness.

On July 5, 2023, as part of the Phase IV interim shelter facility improvements, City Council authorized the purchase of eight (8) custom container dormitories from Linked Equipment under Resolution 2023-140.

Permanent restroom and shower facilities to serve the occupants of Phase IV will be included in the construction of the site improvements referred to as Phase II. Until construction is complete, temporary restrooms and showers are required to serve the Phase IV custom containers.

ANALYSIS

United Site Services of California, Inc. is a sole source vendor that provides and maintains self-contained and fully functional bathroom facilities. These temporary facilities provide safe and sanitary facilities for showering and restroom use. United Site Services of California, Inc. will provide and maintain the temporary showers and restrooms to the Phase IV-Custom Containers until permanent facilities are available. Tracy Municipal Code Section 2.20.270(b), the City may enter into a contract without formal bidding if a contract is for a unique product available from only one source. City Council must approve the contract by a resolution which includes findings as to why the product is unique and only one source exists.

Due to the imminent need to provide housing solutions, the following general service agreement has been prepared to provide temporary showers and restrooms to Phase IV-Custom Containers:

Vendor	Summary	Amount	Not to Exceed Amount
United Site Services of California, Inc.	Temporary Rental of Showers and Restrooms for Phase IV	\$125,000	\$125,000
	TOTAL	\$125,000	\$125,000

The above-mentioned agreement for goods and general services total is \$125,000 as part of this request.

FISCAL IMPACT

The City secured a grant of \$1.2 Million dollars from Health Plan of San Joaquin for the costs of the custom containers and interim site expenses related to Phase III and Phase IV. In addition, the City has committed funding from American Rescue Plan Act (ARPA) for the operations costs at the Temporary Emergency Housing Facility. Per City Council's approval of the \$1.2 Million dollar grant from Health Plan of San Joaquin, below is a breakdown of the funding allocation. Funding for the contract with United Site Services of California, Inc. is covered by the grant funds from Health Plan of San Joaquin.

Health Plan of San Joaquin Grant

Modulars (Phase III first year)	\$120,000
Custom Containers (Phase IV)	\$716,320
Operating (Supplies, Fuel) (Phase III and IV first year)	\$363,680
Total Health Plan of San Joaquin Grant Funding	\$1,200,000

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) making a determination that United Site Services provides unique products and services that are not available from other sources, therefore compliance with standard procurement process is not in the best interest of the City and (2) approving general services agreement with United Site Services of California, Inc. with a not-to-exceed amount of \$125,000 to provide temporary showers and restrooms to Phase IV-Custom Container occupants until permanent bathrooms are installed under Phase II-Site Improvements at the Temporary Emergency Housing Facility, CIP 71112, at 370 West Arbor Avenue.

ATTACHMENTS

Attachment A- General Services Agreement-United Site Services of California, Inc.

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

CITY OF TRACY
GENERAL SERVICES AGREEMENT WITH
United Site Services of California, Inc.

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

Recitals

- A. City desires to enter into this Agreement with Contractor for Contractor to provide temporary shower and restrooms for Phase IV-Custom Containers occupants located at 370 W. Arbor Avenue, Tracy, CA 95304 (**Project or Services**) until permanent bathrooms are installed.
- 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. 2022-121, directed the City Manager to take immediate and emergency actions necessary to implement interim housing solutions for Tracy's unsheltered population until the completion and opening of the Temporary Emergency Housing Project on Arbor Road. Tracy Municipal Code Section 2.20.270(b), the City may enter into a contract without formal bidding if a contract is for a unique product available from only one source so that competitive bidding would be meaningless. For this exception to apply, the City Council must approve the contract by a resolution which includes findings as to why the product is unique and only one source exists.
- D. United Site Services of California, Inc. is a sole source vendor that provides and maintains self contained and fully functional bathroom facilities. These temporary facilities provide safe and sanitary facilities for showering and restroom use to the Phase IV-Custom Containers occupants.
- E. This Agreement is being executed pursuant to Resolution No. _____.

Now therefore, the Parties mutually agree as follows:

1. **Scope of Work.** Upon request from and at the direction of the City, Contractor shall perform the Services and complete the Project, which include, but are not limited to, the services described in Exhibit "A" attached hereto and incorporated herein by this reference. The services shall be performed by, or under the direct supervision of, Contractor's Authorized Representative: United Site Services of California, Inc., nor shall Contractor use or replace any subcontractors or subcontractors, without City's prior written consent. The City may terminate this Agreement if Contractor makes any such change or replacement, or uses any unapproved subcontractor or subcontractor.

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 may grant or deny such requests in its sole and absolute discretion.

2.1 Term. The term of this Agreement shall begin on October 23, 2023 and end on May 31, 2024, unless terminated in accordance with Section 6.

3. Compensation. City shall pay Contractor the fixed monthly amount, as set forth in Exhibit "B" attached hereto and incorporated herein by this reference, for the term of the Agreement. City shall also pay a one-time "delivery and pickup" charge.

3.1 Not to Exceed Amount. Contractor's total compensation under this Agreement shall not exceed \$125,000. It is understood and agreed that Contractor may not receive compensation up to this amount, and Contractor's total compensation under this Agreement will depend on the length of the term of this Agreement. 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. Notwithstanding anything contained herein to the contrary, the payment of any funds under this Agreement shall be subject to the City of Tracy's appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated.

3.2 Invoices. Contractor shall submit monthly invoices to the City that describe the services performed and dated time period reflecting services rendered. Reports reflecting greater detail of services are available upon request to the Contractor.

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.

3.3.1. The acceptance by Contractor of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Contractor for anything completed, finished or relating to Contractor's services. Contractor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Contractor or its employees, subcontractors, agents and subcontractors for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Contractor, its employees, subcontractors, agents and subcontractors.

3.3.2. Contractor agrees to maintain books, accounts, payroll records and other information relating to the performance of Contractor's obligations under the Agreement, which shall adequately and correctly reflect the expenses incurred by the Contractor in the performance of Contractor's work under the Agreement. Such books and records shall be open to inspection and audit by the City during regular business hours for three years after expiration or termination of this Agreement.

4. Indemnification. 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 negligence or failure to comply with obligations under this Agreement, except to the extent caused by the active negligence or willful misconduct of the City.

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

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".

Contractor and City mutually waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

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

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

5.4.2 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.

5.5 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.

5.6 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.

5.7 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.

5.8 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.

5.9 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 in its sole and absolute discretion by giving ten (10) days' written notice to Contractor. Within five (5) days of such a termination, Contractor shall give the City all original documents relating to the Services in Contractor's possession or control, including, without limitation, preliminary drafts and supporting documents, and any other documents prepared by Contractor pursuant to 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 to serve as the mediator, shall be commenced within thirty (30) days of selection of a mediator, 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 mediator in any alternative dispute resolution process.

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

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

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

8.2 Registration with DIR. Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform the services consistent with Labor Code section 1725.5.

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

9. Ownership of Work. All original documents prepared by Contractor for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of

Contractor's services, or upon demand from the City. No such documents shall be revealed or made available by Contractor to any third party without the City's prior written consent.

10. Independent Contractor Status. Contractor is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Contractor is not City's employee and Contractor shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Contractor is free to work for other entities while under contract with the City. Contractor, and its agents or employees, are not entitled to City benefits. Contractor shall be solely responsible for, and shall save the City harmless from, all matters relating to the payment of Contractor's employees, agents, and subcontractors, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations. The City reserves the right to contract with other firms and/or Contractors during the term of this Agreement to provide the City the same or similar services that Contractor is providing to the City under this Agreement. Nothing contained in this Agreement guarantees Contractor a certain amount of work, and the City may, in its sole and absolute discretion, allocate and/or delegate work to Contractor so as to satisfy the City's needs.

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. (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 any breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; to deduct from the contract price the value of the rebate, kickback, or other unlawful consideration; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

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:

Brian MacDonald
Interim Assistant City Manager
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

To Contractor:

United Site Services of California, Inc.
118 Flanders Road, Ste. 1000
Westborough, MA 01581

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. No waiver shall be effective unless it is in writing and signed by the waiving party.

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

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

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

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

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

14.7 Business Entity Status. Contractor is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Contractor. By entering into this Agreement, Contractor represents that it is not a suspended corporation. If Contractor is a suspended corporation at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.

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

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

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

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

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

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

14.14 Counterparts. City and Contractor agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

14.15 Expenses for Enforcement. Contractor and City agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

By: Nancy D. Young

Title: Mayor

Date: _____

United Site Services of California, Inc.

By: Jeff Dunlop

Title: Vice President

Date: 20 Sep 23

Federal Employer Tax ID No. 20-0968969

Attest:

Adriianne Richardson, City Clerk

Approved as to form:

Bijal M. Patel, City Attorney



By: Sean McDowell

Title: Director of Contracts

Date: 20 Sep 23

Exhibits:

- A. Scope of Work
- B. Compensation

EXHIBIT A - Scope of Work

Installation and Service of Temporary Restrooms

Trailer Bundle Configuration:

- Restroom Trailer, Gold, Small (3-4 Stalls) Power Requirements: 1-3 20AMP 110V on separate breaker
- 2 Service per Week, Empty Waste Tank
- Restock Service

Trailer Bundle Configuration:

- Restroom Trailer, Gold, Small (1-2 Stalls)-ADA Compliant, Power Requirements: 1-3 20AMP 110V on separate breaker
- 2 Service per Week, Empty Waste Tank
- Restock Service

Trailer Bundle Configuration:

- Shower Trailer, Gold, Large (7-8 Stalls), Power Requirements: 2-4 20AMP 110V on separate breaker
- 2 Service per Week, Empty Waste Tank
- Restock Service
- Permit Fee

EXHIBIT B – Compensation

Item	Unit	Unit Price	Qty	Charge Type	Total Charge	Tax
Trailer Bundle Configuration Delivery 09-18-23						
Restroom Trailer, Gold, Small (3-4 Stalls) Power Requirements: 1-4 20AMP 110V on separate breaker	EA	\$2375.00	1	Recurring	\$2375.00	Y
2 Service per Week, Empty Waste Tank	EA	\$1100.00	1	Recurring	\$1100.00	N
Restock Service	EA	\$100.00	1	Recurring	\$100.00	N
Trailer Bundle Configuration Delivery 09-18-23						
Restroom Trailer, Gold, Compact (1-2 Stalls) - ADA Compliant Power Requirements: 1-3 20AMP 110V on separate breaker	EA	\$2715.00	1	Recurring	\$2715.00	Y
2 Service per Week, Empty Waste Tank	EA	\$1000.00	1	Recurring	\$1000.00	N
Restock Service	EA	\$100.00	1	Recurring	\$100.00	N
Trailer Bundle Configuration Delivery 09-18-23						
Shower Trailer, Gold, Large (7-8 Stalls) Power Requirements: 2-4 20AMP 110V on separate breaker	EA	\$7000.00	1	Recurring	\$7000.00	Y
2 Service per Week, Empty Waste Tank	EA	\$1800.00	1	Recurring	\$1800.00	N
Restock Service	EA	\$100.00	1	Recurring	\$100.00	N
Permit Fee	EA	\$0.00	1	One-Time	\$0.00	N

Other One-Time Charges

Item	Charge Type	Total Charge	Tax
Delivery and Pickup	One-Time	\$1485.00	Y

Subtotal Recurring	\$16,290.00
Tax Recurring	\$997.45
Total Recurring	\$17,287.45
Subtotal One-Time	\$1,485.00
Tax One-Time	\$122.58
Total One-Time	\$1,607.58
Grand Total	\$18,895.03

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

Resolution (1) making a determination that United Site Services provides unique products and services that are not available from other sources, therefore compliance with standard procurement process is not in the best interest of the City and (2) approving general services agreement with United Site Services of California, Inc. with a not-to-exceed amount of \$125,000 to provide temporary showers and restrooms to Phase IV-Custom Container occupants until permanent bathrooms are installed under Phase II-Site Improvements at the Temporary Emergency Housing Facility, CIP 71112, at 370 West Arbor Avenue.

WHEREAS, the City of Tracy, like many cities across California, is experiencing a shelter crisis; and

WHEREAS, on March 10, 2020, the City Council declared a shelter crisis through the adoption of Resolution 2020-052; and

WHEREAS, under the shelter crisis, the City is authorized to provide emergency housing, shelters, bridge housing communities, and other services to the unsheltered; and

WHEREAS, on September 1, 2020, the City Council authorized the creation of a Capital Improvement Project for the Temporary Emergency Housing Project on Arbor Avenue, CIP 71112 (Project) to create a safe and dignified facility for residents experiencing homelessness (Facility); and

WHEREAS, the City desires to provide interim housing solutions until the completion and opening of the Facility; and

WHEREAS, Government Code section 8698.4 exempts the application of the California Environmental Quality Act (CEQA) to various actions taken by public agencies to implement the construction of a homeless shelter in response to a declared shelter crisis; and

WHEREAS, a Notice of Exemption was issued on October 16, 2020, for the Temporary Emergency Housing (Facility) site at 500 Arbor Avenue in accordance with Government Code sections 65660-65662 for Low Barrier navigation Centers and Section 15269(c) of the CEQA Guidelines (14 Cal. Code Regs. 15269(c) for (Emergency Projects); and

WHEREAS, on August 16, 2022, the City Council approved Resolution 2022-121 and directed the City Manager to take immediate and emergency actions necessary to implement interim housing solutions for Tracy's unsheltered until the completion and opening of the Facility, including negotiating with potential service providers and identifying potential sites for such interim housing solutions; and

WHEREAS, Tracy Municipal Code Section 2.20.270(b), the City may enter into a contract without formal bidding if a contract is for a unique product available from only one source so that competitive bidding would be meaningless. For this exception to apply, the City Council must approve the contract by a resolution which includes findings as to why the product is unique and only one source exists; and

WHEREAS, on July 5, 2023, City Council authorized the purchase of eight (8) custom container dormitories, which will provide an additional 38 beds from Linked Equipment under Resolution 2023-140 for installation as part of Phase IV interim facilities; and

WHEREAS, Phase IV-Custom Containers do not include permanent bathrooms, which are part of the construction under Phase II-Site Improvements; and

WHEREAS, United Site Services of California, Inc. will provide and maintain the temporary showers and restrooms to the Phase IV-Custom Containers until permanent facilities are available providing safe and sanitary bathroom facilities to those occupants; and

WHEREAS, The Tracy Homelessness Advisory Committee heard this item on September 26, 2023 and recommended that the City Council adopt this proposed Resolution. ; and now, therefore, be it resolved as follows:

RESOLVED: That the City Council finds and determines the foregoing recitals to be true and correct and hereby makes them a part of this Resolution; and be it

FURTHER RESOLVED: That United Site Services of California, Inc. is a sole source vendor, as set forth in Tracy Municipal Code Section 2.20.270(b); and be it

FURTHER RESOLVED: That the City Council hereby approves general services agreement with United Site Services of California, Inc. (which includes a not-to-exceed amount of \$125,000). After review and approval by the City Attorney's office, City Council authorizes the execution of the General Services Agreement;"; and be it

FURTHER RESOLVED: the City Council finds that no further analysis under the California Environmental Quality Act (CEQA) for the actions authorized herein because: 1) Government Code section 8698.4 exempts the application of the to various actions taken by public agencies to implement the construction of a homeless shelter in response to a declared shelter crisis; 2) the interim solutions taken thus far are in furtherance of and related to the permanent solution that will be implemented, referred to as the Temporary Emergency Housing Project on Arbor Avenue (CIP 71112); 3) 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 15269(c) of the CEQA Guidelines (14 Cal. Code Regs. 15269(c) for (Emergency Projects); and 4) No environmental impacts beyond those already analyzed for the CIP exist; and be it

FURTHER RESOLVED: That this resolution takes effect immediately upon its adoption.

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on October 17, 2023, by the following vote:

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

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

Agenda Item 3.D

RECOMMENDATION

Staff recommends that Tracy Homelessness Advisory Committee recommend that the City Council adopt a Resolution to (1) approve the Professional Services Agreement with Roebbelin Construction Management Services, Inc. for construction management services for Phase II Site Improvements at the Temporary Emergency Housing Facility, CIP 71112, located at 370 W. Arbor Avenue, with a total not-to-exceed amount of \$450,185.

EXECUTIVE SUMMARY

Construction management is critical and a required service for all City capital improvement projects (CIP). Such management services includes the effective management of the project's schedule, cost, quality, safety, scope, and function amongst other things.

The Phase II-Site Improvements and the Sprung Structure CIP 71112, located at 370 W. Arbor Avenue builds upon completed site work and will provide a 6,300 square foot sprung structure and ancillary buildings which provide a commercial kitchen, restrooms, showers, laundry, and storage facilities (Project). Due to the urgency and complexity of the Project, staff recommends retaining services of a construction management firm, specifically Roebbelin Construction Management Services, Inc. (Consultant).

On July 28, 2023, staff issued a Request for Proposal (RFP) seeking proposals from qualified construction management experts for the Project. The goal of the RFP was to find a construction management firm that had the depth and breadth of knowledge that the City could depend on for risk management and to help guide the overall construction for this Project. The City received three (3) proposals prior to the submittal deadline. Staff from multiple City departments completed a detailed analysis of all the proposals and invited each of the firms in for an in-person interview. After a comprehensive evaluation, Consultant was the firm that best met the needs of the City and demonstrated the competence and professional qualifications necessary for the satisfactory performance of the required services.

The scope of the services that would be carried out by Consultant includes four (4) phases: construction, project close-out, public outreach, and project assessment (Services). The negotiated fee for the Services is a total not-to-exceed amount of \$450,185, which includes a contingency of \$20,000 to cover additional services if unforeseen delays were to occur during construction.

Staff recommends that the Tracy Homelessness Advisory Committee (THAC) recommend that the City Council approve a Professional Services Agreement with Consultant with a total not-to-exceed amount of \$450,185 for the Services at the Project and adopt a resolution approving said agreement).

BACKGROUND AND LEGISLATIVE HISTORY

On September 1, 2020, City Council (Resolution 2020-163) authorized the creation of a CIP for the Temporary Emergency Housing Facility (TEHF) project on Arbor Avenue, CIP 71112, to create a safe and dignified facility for residents experiencing homelessness. Subsequently, on August 16, 2022, the City Council (Resolution 2022-121) re-affirmed the declaration of a shelter

emergency which authorized the City to provide emergency shelter solutions to the most vulnerable residents.

The TEHF is the first emergency housing shelter in the City. The Project is located on 4.8 acres at 370 W. Arbor Avenue, Tracy, CA, 95304 and is broken out in four (4) phases:

- **Phase I – Site Preparation and Underground Utilities:** Completed in October 2022 and resulted with the completion of the below ground construction;
- **Phase II – Site Improvements and Sprung Structure:** Includes a 6,300 square foot sprung structure and ancillary buildings, which provides a commercial kitchen, restrooms, showers, laundry, and storage facilities;
- **Phase III – Modulars:** Currently in-service, which includes four (4) dormitory buildings with capacity to house up to forty-eight (48) individuals in a non-congregate setting. Additionally, this phase includes an administrative building to provide meals and supportive services; and
- **Phase IV – Custom Containers:** Anticipates eight (8) additional custom containers that have been purchased, which will increase the bed capacity with an additional thirty-eight (38) beds for individuals to receive housing.

ANALYSIS

Construction management is critical and a required service for all City CIPs that provides effective management of the project's schedule, cost, quality, safety, scope, and other aspects of the project. Due to the complexity and urgency of the Project, staff recommends retaining services of Consultant. Many public projects utilize outside consultants for construction management services, which allows the City to rely on industry experts.

The total estimated Project cost is \$450,185 and will be funded by CIP 71112, the TEHF, which has an available budget of \$15,069,697. This budget includes the construction of a 6,300 square foot sprung structure and ancillary buildings, which will provide a commercial kitchen, restrooms, showers, laundry, and storage facilities. Hiring a qualified consultant, with extensive related experience is the desired approach for construction management. The consultant will ensure the necessary and critical oversight of the architect, assure successful permitting of the Project, and to ensure there are dedicated full-time staff on-site for the duration of the Project for quality assurance and quality control amongst a myriad of other benefits.

On July 28, 2023, staff issued a RFP, which was advertised for three (3) weeks, seeking proposals from qualified construction management experts. The City received three (3) proposals prior to the submittal deadline. The proposals received were from Griffin Structures, Consultant, and SJ Construction Management. Staff from multiple City departments completed a detailed analysis of the proposals and invited each firm for an in-person interview. The composition of the screening/interviewing panel consisted of staff representatives from the following departments: City Manager, Mobility and Housing, Developmental Services, and Operations and Utilities.

After the in-person interviews, the panel determined that Consultant best met the needs of the City and demonstrated the competence and professional qualifications necessary for the satisfactory performance of the required Services. During the interview process, it became evident that Consultant was best equipped with the necessary resources, qualifications, relevant experience, and professionalism essential for the Project. Consultant has been managing construction projects for over 60 years, with their primary clients being government

agencies. In the last ten (10) years, they managed over \$2 billion in construction projects for government agencies, including navigations centers, school/college buildings, city halls, senior centers, fire training centers, and aquatic centers.

Staff negotiated a scope of professional services that entails four (4) phases including, construction, project close-out, public outreach, and project assessment. Each phase is unique and entails several components, outlined in the Professional Services Agreement (Agreement) (attached to this report as Attachment A). If the City enters into the Agreement, Consultant would be issued a Notice to Proceed for each phase, which allows the City to better control costs based on how the Project progresses.

A summary of the services to be provided is listed below:

Phase 1 – Construction

- Pre-Construction Conference(s);
- Contract Administration;
- Submittal Procedures;
- Meetings;
- Quality Assurance/Quality Control (QA/QC);
- Coordination of Technical Inspection and Testing;
- Construction Observation;
- Non-Conforming Work;
- Exercise of Contract Prerogatives;
- Endorsement of Insurance; Performance and Payment Bonds;
- Progress Review;
- Maintain On-Site Records;
- Schedule of Values and Processing of Payments;
- Evaluate Change Order Proposal Costs;
- Change Order Reports;
- Contractor Claims;
- Project Status Reports;
- Equipment Instruction Manuals, Warranties, and Releases;
- Completion of Contracts and Project;
- As-Built Documents;
- Training Sessions;
- Accounting Records;
- Permits;
- Initial Start-Up and Testing;
- Storm Water Pollution Plan;
- Grant Coordination, Management, and Reporting; and
- Additional Services as needed

Phase 2 – Project Closeout and Post-Construction

- Relocation;
- User Training;
- Punch Lists;
- Project As-Builts, Close Out, and Warranties;
- Final Claims Releases;
- Final Project Report and Payment;
- User Complaints; and
- Year-End Walk Through

Phase 3 – Public Outreach

- Public Relations Activities; and
- Digital / Online Outreach

Phase 4 – Project Assessment

- Detail assessment of each phase of the TEHF (Phase I, II, and IV)

Construction management services are critical to provide expert level oversight to ensure the City receives a high-quality facility when construction is complete. In addition, Consultant can provide the necessary support required of a project of this magnitude to the City project team. Consultant has demonstrated their technical expertise, overall professionalism, and teamwork mindset which will be a great asset on this complex and time sensitive Project. Consultant

anticipates having at least one (1) dedicated employee on-site daily ensuring quality control, specifications, and benchmarks are being met throughout construction.

The negotiated fee for construction management services is \$450,185 which includes the following:

Task	Fee
Pre-Construction / Construction	\$405,116
Project Close-Out and Post Construction	\$25,069
Public Outreach	Included
Project Assessment	Included
Sub-Total	\$430,185
Contingency*	\$20,000
Total Not-To-Exceed Amount	\$450,185

*Staff is recommending a contingency of \$20,000. This contingency will ensure funding is in place to cover additional construction management services as required in case of construction delays without causing an interruption in service. As with every project, the goal is to keep the project on schedule.

FISCAL IMPACT

The total estimated Project cost is \$450,185 and will be funded by the TEHF, CIP 71112. The CIP 71112 has a current available budget of \$15,069,697 as follows:

Staff has structured the Agreement with Consultant in such a way that a Notice to Proceed is required to start each phase of work, providing critical cost control for this service.

COORDINATION

The City Manager's Office coordinated with Mobility and Housing, Parks and Recreation, Operations and Utilities, and Developmental Services Departments.

CEQA DETERMINATION

Government Code section 8698.4 exempts the application of the California Environmental Quality Act (CEQA) to various actions taken by public agencies to implement the construction of a homeless shelter in response to a declared shelter crisis. In addition, the interim solutions taken thus far are in furtherance of and related to the permanent solution that will be implemented, referred to as the Temporary Emergency Housing Project on Arbor Avenue (CIP 71112). 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 15269(c) 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 City of Tracy's Public Safety Strategic Priority, and specifically implements Goal 2: Implement the adopted homelessness strategic plan.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that Tracy Homelessness Advisory Committee recommend that the City Council adopt a Resolution to (1) approve the Professional Services Agreement with Roebbelin Construction Management Services, Inc. for construction management services for Phase II Site Improvements at the Temporary Emergency Housing Facility, CIP 71112, located at 370 W. Arbor Avenue, with a total not-to-exceed amount of \$450,185.

Prepared by: Nilo Velazquez, Management Analyst II

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

Approved by: Midori Lichtwardt, Interim City Manager

Attachments:

Attachment A – Professional Services Agreement with Roebbelin Construction Management Services, Inc.

**CITY OF TRACY
CITY MANAGERS OFFICE
PROFESSIONAL SERVICES AGREEMENT WITH
ROEBBELEN CONSTRUCTION MANAGEMENT SERVICES, INC.
FOR TEMPORARY EMERGENCY HOUSING FACILITY (CIP 71112)**

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

Recitals

- A.** City desires to retain Consultant for construction management services for the Temporary Emergency Housing Facility (Project); and
- B.** On July 28, 2023, the City issued a Request for Proposals (RFP) for construction management services for the Project. On August 18, 2023, proposals were due, and the Consultant submitted their proposal for the Project in accordance with all requirements outlined in the RFP. City has determined that Consultant possesses the skills, experience, and certifications required for the Project.
- C.** After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- D.** This Agreement is being executed pursuant to Resolution No. ____ approved by Tracy City Council on October 3, 2023.

Now therefore, the Parties mutually agree as follows:

- 1. Scope of Work.** Consultant shall perform construction management services for the Project, which includes the services described in Exhibit "A" attached and incorporated by reference (Services). The services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: Victor Lopez. Consultant shall not, without City's prior written consent, replace its Authorized Representative, replace any of the personnel listed in Exhibit "A," or use or replace any subcontractor or sub-consultant. The City may terminate this Agreement if Consultant makes any such change or replacement in personnel or subcontractor/subconsultant without such prior written consent.
- 2. Time of Performance.** Time is of the essence in the performance of Services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance and shall complete all required services no later than the dates set forth in Exhibit "A." As set forth in Exhibit A, the Services will be performed in four (4) different phases. Consultant shall not proceed from one phase to the next unless and until City issues a Notice to Proceed. Any Services for which times for performance are not specified in this Agreement shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant shall submit all requests for time extensions to the City in writing no later than ten (10) 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 after receipt of an initial Notice to Proceed by Consultant from the City and end twelve (12) months after formal City Council acceptance of Project, unless terminated in accordance with Section 6.

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

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed \$450,185. Consultant's billing rates are on a time and materials basis and shall cover all costs and expenses for Consultant's performance of the Services. No work shall be performed by Consultant in excess of the total compensation amount provided in this section without the City's prior written approval.

3.2 Invoices. Consultant shall submit monthly invoice(s) to the City that describe the Services performed, including the times, dates, and names of persons performing the Services.

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

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

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

3.4 The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant's services. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the services performed by Consultant, its employees, subcontractors, agents and subconsultants.

3.5 Consultant agrees to maintain books, accounts, payroll records and other information relating to the performance of Consultant's obligations under the Agreement, which shall adequately and correctly reflect the expenses incurred by the Consultant in the performance of Consultant's work under the Agreement. Such books and records shall be open to inspection and audit by the City during regular business hours for three years after expiration or termination of this Agreement.

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

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

(The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8.) Consultant shall assume no design liability under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Termination The City may terminate this Agreement in its sole absolute discretion by giving ten (10) days' written notice to Consultant. Within five (5) days of such a termination, Consultant shall give the City all original documents relating to the Project in Consultant's possession or control, including, without limitation, preliminary drafts, contract documents, supporting documents, and any other documents prepared by Consultant pursuant to this Agreement. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

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

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

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

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

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

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

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

8. Ownership of Work All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's work under this Agreement, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

9. Independent Contractor Status Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits. Consultant shall be solely responsible for, and shall save the City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

9.1 Non-Exclusive Professional Services Agreement The City reserves the right to contract with other firms and/or consultants during the term of this Agreement to provide the City the same or similar services described in Exhibit A. Nothing contained in this Agreement guarantees Consultant a certain amount of work, and the City may, in its sole and absolute discretion, allocate and/or delegate work relating to the Project to other consultants.

10. Conflicts of Interest Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest.

11. Rebates, Kickbacks, or Other Unlawful Consideration Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration

either promised or paid to any City official or employee. For any breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; to deduct from the contract price the value of the rebate, kickback, or other unlawful consideration; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Notices All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:

City of Tracy
Attn: Parks and Recreation
333 Civic Center Plaza
Tracy, CA 95376

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

To Consultant:

Roebbelan Construction Management Services, Inc.
Attn: Victor Lopez
1241 Hawks Flight Court
El Dorado Hills, CA 95762

13. Miscellaneous

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

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

13.3 Waivers Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. No waiver shall be effective unless it is in writing and signed by the waiving party.

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

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

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

13.6.1 Prevailing Wage Laws Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage

Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

13.7 Business Entity Status Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is not a suspended corporation and will, at all times during the term of this Agreement, remain in good standing in the state of California. If Consultant is a suspended corporation at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.

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

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

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

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

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

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

13.14 Counterparts. City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

13.15 Expenses for Enforcement. Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

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

[SIGNATURES ON FOLLOWING PAGE]

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

**City of Tracy
Municipal Corporation**

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

Attest:

Adrienne Richardson, City Clerk

Approved as to form:

Bijal M. Patel, City Attorney

Roebbelon Construction Management
Services, Inc.

California Corporation

By: Robert J. Krome
Title: Executive Vice President
Date: 9/08/2023

Federal Employer Tax ID No. 68-0208287

Robert McLean

By: Robert McLean
Title: Executive Vice President
Date: 9/08/2023

Exhibits:

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

EXHIBIT A - Scope of Work

The Roebbelan Construction Management Services, Inc., a California Corporation (CM) is required to perform the work specified herein:

a. Construction Phase

1. Pre-Construction Conference(s): Conduct, in conjunction with the City and Architect, pre-construction orientation conference(s) for the benefit of the successful contractors and orient the contractors to the various reporting procedures and site rules prior to the commencement of actual construction.
2. Contract Administration: In cooperation with the Architect, administer the construction contracts. Coordinate the preparation of construction staging areas on-site for the Project and coordinate the preparation of the site for construction, including, but not limited to, coordinating fencing, barricades, or other items reasonably necessary for efficient construction. Coordinate the mobilization of all contractors and shall coordinate construction sequencing. In addition, provide management and related services as required to coordinate work of the contractors with each other and the activities and responsibilities of the Architect and City to complete the Project in accordance with the contract documents.
3. Submittal Procedures: Establish and implement procedures with the City and Architect to coordinate and review shop drawing submittals, requests for information, samples, product data, change orders, payment requests, material delivery dates and other procedures. Maintain logs, files and other necessary documentation. Establish a procedure for and collect certified payroll from the contractors for the Project.
4. Meetings: Coordinate and conduct construction and weekly job-site progress meetings with the contractors, Architect and City. Record, transcribe, and distribute meeting minutes to all attendees, the City, and all other appropriate parties. Assist in the resolution of any technical construction issues.
5. Quality Assurance/Quality Control (QA/QC): Establish and implement a QA/QC management plan for the Project which includes steps to observe, verify, and document the specified level of construction quality.
6. Coordination of Technical Inspection and Testing: Coordinate all testing required by the Contract Documents, Architect, or other third parties. If requested, assist the City in selecting any special consultants or testing laboratories.
7. Construction Observation: Ensure the construction conforms to the approved plans and specifications. Observe that the materials and equipment being incorporated into the work are handled, stored, and installed properly and adequately and are in compliance with the contract documents for the Project. Guard against defects and deficiencies and advise the City of any deviations, defects, or deficiencies observed in the work.
8. Non-Conforming Work: Review contractor's recommendations for corrective action on observed nonconforming work. Make recommendations to the City and Architect in instances where the CM observes work that is defective or not in conformance with the contract documents. Observe the contractor's work to verify that all authorized changes are properly incorporated in the Project.
9. Exercise of Contract Prerogatives: Advise the City and make recommendations for exercising the City's Contract prerogatives, such as giving the contractor notice to accelerate the progress when the schedule goals are in jeopardy due to contractor failings, withholding payment for cause, and other prerogatives when required in an effort to achieve Contract compliance.
10. Endorsements of Insurance; Performance and Payment Bonds: Prior to contractors commencing any work on the Project, the CM shall obtain from the contractors and review for

compliance with the contract documents the required insurance policy endorsements, including additional insured endorsements, the certificates of liability insurance and the faithful performance and payment bonds and after review and correction of any deficiencies in these documents forward them to the City and the Architect. Further, the CM shall insure that contractors maintain in effect the required insurance and bonds during their work on the Project and shall review any subsequent renewals or changes in insurance or bonds.

11. Progress Review: Keep a daily log containing a record of weather, the contractors working on the site, number of workers, work accomplished, problems encountered, and other relevant data or such additional data as the City may require. Activities shall be assigned percentage-complete values. The report shall reflect actual progress as compared to scheduled progress and note any variances. The CM shall identify problems encountered in accomplishing the work and recommend appropriate action to the City to resolve these problems with a minimum effect on the timely completion of the Project. If requested by the City, the CM shall assist the contractor(s) in preparing a recovery schedule. The recovery schedule shall reflect the corrective action costs (if any) and efforts to be undertaken by the contractor(s) to recapture lost time. This recovery schedule shall be distributed to the contractor(s), the City, Architect, and other appropriate parties. The report shall be delivered to the City upon completion of the Project.
12. Maintain On-Site Records: Develop and implement a comprehensive document management program. Ensure that records are maintained by the contractor at the Project site, on a current basis: a record copy of all contracts, drawings, specifications, addenda, change orders, and other modifications, in good order and marked to record all changes made during construction; shop drawings; product data; samples; submittals; purchases; materials; equipment; and applicable handbooks and are ready for review by Architect; Titles 21 and 24 of the California Code of Regulations; the California Building Code; maintenance and operating manuals and instructions; other related documents and revisions which arise out of the contracts. Maintain records in duplicate of principal building layout lines, elevations for the bottom of footings, floor levels and key site elevations. At the completion of the Project, deliver all such records to the Architect so the Architect may review the record as-built drawings, after which the as-built drawings shall be delivered to the City.
13. Schedule of Values and Processing of Payments: Review and recommend the Contractor's schedule of values for each of the activities included in that contractor's schedule of events. Review with the Architect and make recommendations to the City pertaining to payments to the contractors.
14. Evaluate Change Order Proposal Costs: Evaluate contractors' costs for proposed change orders and make a recommendation to the City regarding the acceptance of any proposals for a change order. The City and the Architect will assist the CM in negotiating any change order costs and time extensions.
15. Change Order Reports: Ensure that all changes to any of the Contracts between the City and a contractor shall be by change order executed by the City. Prepare and distribute change order reports on a monthly basis. Identify their effect on the contract price and Master Project Schedule.
16. Contractor Claims: Review with City and Architect all notices of claims and claims submitted by contractors against the City for any alleged cause. Perform an evaluation of the contents of such claim and make recommendations to the City before the time period established by law for City response to such claims has lapsed. If requested by the City, prepare estimates and alternate estimates based on varying scenarios of the claim cause. These estimates shall be transferred to the City and shall be used in claim rulings and negotiations. If requested by the City, negotiate claims with the contractor(s) on behalf of the City.

17. Project Status Reports: Prepare and distribute monthly a Project Status Report that shall include a report and update of all key items required to adequately manage the Project. A monthly construction summary shall be incorporated into the dedicated Project website.
18. Equipment Instruction Manuals, Warranties, and Releases: Obtain all written material such as operations and maintenance manuals, warranties, affidavits, releases, bonds, waivers, and guarantees for all equipment installed in the Project. All such materials, including equipment instruction material, keys, and documents shall be reviewed and delivered to appropriate City personnel.
19. Completion of Contracts and Project: Notify and assist Architect in preparing a list of incomplete or unsatisfactory items ("Punch-list") and prepare a schedule for their completion. Assist the Architect in determining when the Project or a designated portion thereof is complete. Prepare a summary of the status of the work of each contractor, listing changes in the previously issued Punch-list and recommending the times within which contractors shall complete the uncompleted items on the Punch-list.
20. As-Built Documents: Coordinate and expedite functions in connection with the contractor's obligation to provide "as-built" documents and make recommendations for adequate withholding of retention in the event that a contractor fails to provide acceptable "as-built" documents.
21. Training Sessions: Coordinate and schedule training sessions, if necessary, for the City's personnel and require that the contractor's obligation in providing this training is fulfilled.
22. Accounting Records: Establish and administer an appropriate Project accounting system in conjunction with the City and maintain cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
23. Permits: Assist the City in obtaining all necessary permits for the Project, including without limitation, building, grading, and occupancy permits.
24. Initial Start-up and Testing: With the Architect and the City's maintenance personnel, observe the contractors' proper installation of utilities, operational systems and equipment for readiness and assist in their initial start-up and testing for the Project. Coordinate and assist City in the move-in for the Project.
25. Storm Water Pollution Plan: As required, review and recommend to the City which Contractors should prepare and implement Storm Water Pollution Plans, include such requirements in the appropriate bid packages, coordinate the required work and monitor that the work is implemented in the field. Achieve satisfactory performance from the contractor(s) responsible for the installation and maintenance of this requirement. Recommend a course of action to the City when requirements of a contractor are not being fulfilled or promptly corrected.
26. Grant Coordination, Management and Reporting: The City is pursuing grant (Federal) funding for this project. It has not yet been determined if any grant funding will be awarded to this project, however the CM shall carry an allowance to manage grant coordination, management, and reporting if such funds were to be awarded to the City.

b. Project Close-Out and Post Construction Phase

1. Relocation: Assist the City to coordinate the arrival and installation of City furnished materials and FF&E's. Coordinate schedules for City user relocations and occupancy.
2. User Training: The CM shall schedule and document all City training sessions, and arrange for supplementary information where needed, and arrange for manufacturers to provide training for maintenance and operations personnel.
3. Punch Lists: In conjunction with Architect and City, develop, schedule, and verify completion of any outstanding punch-list of incomplete or non-conforming work.

4. **Project As-Builts, Close Out, and Warranties:** Review contractual requirements for as-builts, close out documentation and warranties, and obtain and compile all required documentation for delivery to the City.
5. **Final Claims Releases:** Obtain final claim releases, including release of any stop notices, from the contractors as required by the contracts and State law.
6. **Final Project Report and Payment:** Prepare the final payment documentation for prime contractors, and provide a final report to the City that includes:
 - a. A financial summary of all construction contracting, change orders, construction manager, consultant services, FF&E, and other costs associated with the Project.
 - b. A construction summary with final schedule review and update.
 - c. A final acceptance summary with signed receipts from City staff of all close out document submittals.
 - d. A final acceptance of receipt of all FF&E.
7. **User Complaints:** Assist with response to initial post-occupancy complaints about missing or malfunctioning building components and equipment, and contractor/vendor warranty items.
8. **Year-End Walk Through:** Conduct a year-end walk through immediately prior to the expiration of the warranty period and ensure completion of noted items at no additional cost to the City.

c. Public Outreach

1. **Public Relations Activities:** Assist the City in public relations including, but not limited to, preparation of Project information and attending internal and public meetings as required, including site meetings. The CM shall be the Point of Contact for the community during all phases in regard to any complaints, questions, safety issues, noise problems, dust problems, and similar matters.
2. **Digital / Online Outreach:** Develop and maintain a Project-specific website page, developing and maintaining Project related social media, community outreach, coordination of community engagement events and presentations, Project branding and graphic design, maintaining community engagement and interested parties database.

d. Project Assessment

1. **Phase I:** Provide a detail assessment, and if areas of improvement are identified, include recommendations and solutions for immediate implementation.
2. **Phase III:** Provide a detail assessment, and if areas of improvement are identified, include recommendations and solutions for immediate implementation.
3. **Phase IV:** Provide a detail assessment, and if areas of improvement are identified, include recommendations and solutions for immediate implementation.

Time of Performance:

- Start – October 2023 (Tentative, based on receipt of Notice to Proceed)
- End – September 2024

Personnel:

- Victor Lopez, Director of Construction Management
- Rich Miller, Senior Construction Manager
- Karmjeet (Kirk) Bhachu, Project Engineer

EXHIBIT B - Compensation

Note: Rates are subject to an annual inflation increase of 3%, beginning January 2025

Weekly meetings with City Staff included throughout the life of the Project (CM, ACM and PE)

Prep/Precon and NTP

Note: Rates are subject to an annual inflation increase of 3%, beginning January 2025

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APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

**RESOLUTION TO APPROVE THE PROFESSIONAL SERVICES
AGREEMENT WITH ROEBBELEN CONSTRUCTION MANAGEMENT
SERVICES, INC. FOR CONSTRUCTION MANAGEMENT SERVICES
FOR PHASE II SITE IMPROVEMENTS AT THE TEMPORARY
EMERGENCY HOUSING FACILITY, CIP 71112, LOCATED AT 370 W.
ARBOR AVENUE, WITH A TOTAL NOT-TO-EXCEED AMOUNT OF
\$450,185.**

WHEREAS, The Temporary Emergency Housing Facility (TEHF), Phase II (CIP 71112) is a 6,300 square foot sprung structure with ancillary buildings which provide a commercial kitchen, restrooms, showers, laundry, and storage facilities (Project); and

WHEREAS, Due to the urgency and complexity of the Project, seeks to engage the services of a construction management firm to oversee the four (4) phases of the Project: construction, project closeout and post-construction, public outreach, and project assessment (Services); and

WHEREAS, On September 1, 2020, the City Council authorized the creation of CIP 71112 for the TEHF (Resolution 2020-163); and

WHEREAS, On August 16, 2022, the City Council re-affirmed the declaration of a shelter emergency which authorized the City to provide emergency shelter solutions to the most vulnerable residents (Resolution 2022-121); and

WHEREAS, the City Council appropriated various amounts totaling \$15.069 million for the Project; and

WHEREAS, On July 28, 2023, staff issued a Request for Proposal (RFP), which was advertised for three (3) weeks, seeking proposals from qualified construction management experts to provide the Service. The City received three (3) proposals prior to the submittal deadline. The proposals received were from Griffin Structures, Roebbelin Construction Management Services Inc. (Consultant), and SJ Construction Management; and

WHEREAS, Staff from multiple City departments completed a detailed analysis of the proposals and invited each firm for an in-person interview. The composition of the screening/interviewing panel consisted of staff representatives from the following departments: City Manager, Mobility and Housing, Developmental Services, and Operations and Utilities; and

WHEREAS, After the in-person interviews, the panel determined that Consultant met the needs of the City and demonstrated the competence and professional qualifications necessary for the satisfactory performance of the required Services. During the interview process, it became evident that Consultant was best equipped with the necessary resources, qualifications, relevant experience, and professionalism essential for the Project and to provide the Services; and

WHEREAS, Staff has negotiated a Professional Services Agreement (Agreement) with Consultant that includes, in part, a "Not to Exceed" amount of \$450,185. As set forth in the Agreement, the scope of work will include the Services.

WHEREAS, the fee for the Services includes the following costs:

Task	Fee
Pre-Construction / Construction	\$405,116
Project Close-Out and Post Construction	\$25,069
Public Outreach	Included
Project Assessment	Included
Sub-Total	\$430,185
Contingency	\$20,000
Total Not-To-Exceed Amount	\$450,185

WHEREAS, the City seeks to enter into the Agreement.

WHEREAS, THAC heard considered the matters set forth above on September 26, 2023 and recommended that the City Council adopt this Resolution; and

NOW, THEREFORE, be it resolved as follows:

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

FURTHER RESOLVED: That the City Council of the City of Tracy hereby approves the Agreement to provide the Services relating to the Project. The City, after review and approval by the City Attorney's office, may execute the Agreement and take any and all further actions to effectuate the purposes of this Resolution.

FURTHER RESOLVED: That this resolution takes effect immediately upon its adoption.

The foregoing Resolution 2023-_____ was adopted by the City Council on October 3, 2023, by the following vote:

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

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

September 26, 2023

AGENDA ITEM 3.E

RECOMMENDATION

Staff recommends that the Tracy Homelessness Advisory Committee recommend that the City Council adopt a resolution approving a professional services agreement with Trine Integrated Services, Inc. for security services for a total amount not to exceed \$150,000 for a term of three months.

EXECUTIVE SUMMARY

This Professional Services Agreement will provide city-wide routine security services by trained uniformed security officers on foot or by patrol vehicle for various locations, including but not limited to El Pescadero Park (250 W. Kavanagh Ave.), the City of Tracy Temporary Emergency Housing Facility (370 W. Arbor Rd.), and various City parks, facilities, buildings, and infrastructures.

In July 2022, Trine Integrated Services, Inc. began providing 24-hour security services at El Pescadero Park. The security services have reduced in calls for service at the park, provided the unsheltered and people visiting the park with immediate access to security, and improved intelligence related to law violators.

On September 25, 2023, the current professional security services agreement with Trine Security will expire. Security services are being requested for an additional three months to sustain enforcement efforts and reduce blight and debris at El Pescadero Park. The additional three months will coincide with the availability of Emergency Interim Housing at the Temporary Emergency Housing Shelter.

BACKGROUND AND LEGISLATIVE HISTORY

On July 19, 2022, the Tracy Police Department issued a Request for Proposals on the City of Tracy website for security services to assist in the patrol and security of El Pescadero Park, the City of Tracy's Temporary Emergency Housing Facility, and various other parks, facilities, and infrastructure. Staff conducted research to identify potential vendors and informed them of the publication. Nine companies providing security services responded with proposals. On July 29, 2022, the City received and reviewed all proposals.

Trine Integrated Services, Inc. submitted a proposal demonstrating the competence and professional qualifications necessary to perform the required services satisfactorily. Their qualifications included the application of Tracy Municipal Code section 2.20.230 for being a local vendor, and they were the most responsive to the City's needs.

Under the Professional Services Agreement, Trine Integrated Services, Inc. has provided city-wide routine security services by trained uniformed security officers on foot or by patrol vehicle for various locations, including but not limited to, El Pescadero Park (250 W. Kavanagh Ave.), the City of Tracy Temporary Emergency Housing Facility (370 W. Arbor Rd.), and various parks, facilities, buildings, and infrastructures. The Agreement compensated security guards at an hourly wage of \$30.00, and a weekly \$350 vehicle

allowance.

The contract is set to expire on September 25, 2023; however, the extension for Security services is being requested for an additional three months to sustain the enforcement efforts.

ANALYSIS:

The extension for Security services is being requested for an additional three months to sustain the enforcement efforts and reduce blight and debris at El Pescadero Park. The additional three months will coincide with the availability of Emergency Interim Housing at the Temporary Emergency Housing Shelter. In addition, unsheltered individuals seeking homeless services have reached out to security on-site, who immediately connected them to the PD's Familiar Faces Homeless Outreach program.

FISCAL IMPACT

The three-month Agreement is not to exceed \$150,000 (\$50,000 monthly). The funding is provided through the Police Department's operating budget in the General Fund.

PUBLIC OUTREACH/INTEREST

Maintaining security services supports crime reduction at El Pescadero Park, which is near North School. In addition, Tracy Interfaith Ministries have voiced their support for having security at El Pescadero Park.

COORDINATION:

Tracy PD has been working in coordination with the City of Tracy Housing and Mobility Department.

CEQA DETERMINATION

CEQA is not applicable for this proposed project.

STRATEGIC PLAN

This agenda item related to Council's strategic priority for Public Safety Goal # 4 – Strengthening community safety through crime reduction prevention activities.

ACTION REQUESTED OF COUNCIL

Staff recommends that the Tracy Homelessness Advisory Committee recommend that the City Council adopt a resolution approving a professional services agreement with Trine Integrated Services, Inc. for security services in a total amount not to exceed \$150,000 (\$50,000 monthly) for a term of three months and ending on December 31, 2023.

Prepared by: Miguel Contreras, Police Lieutenant
Beth Lyons-McCarthy, Support Operations Manager

Reviewed by: Sekou Millington, Chief of Police
Sara Cowell, Director of Finance
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENT A- Master Professional Services Agreement with Trine Integrated Services, Inc.

CITY OF TRACY
MASTER PROFESSIONAL SERVICES AGREEMENT WITH
Trine Integrated Services, Inc. Security Services.

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

Recitals

- A.** City desires to retain Consultant to perform city-wide routine security services by trained uniformed security officers on foot or by patrol vehicle for various locations including but not limited to El Pescadero Park (250 W. Kavanagh Ave.), City of Tracy Temporary Emergency Housing Facility (370 W. Arbor Rd.), and Various City of Tracy parks, facilities, buildings, and City infrastructures (Services); and
- B.** In July 2022, Trine Integrated Services, Inc. began providing 24-hour security services at El Pescadero Park. The security services have reduced calls for service at the park, provided the unsheltered and people visiting the park with immediate access to security, and improved intelligence related to law violators.
- C.** After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- D.** This Agreement is being executed pursuant to Resolution No. _____ approved by Tracy City Council on October 3rd, 2023.

Now therefore, the Parties mutually agree as follows:

1. Scope of Work. Consultant shall perform the Services, which includes those generally described in Exhibit "A" attached hereto, and incorporated herein by this reference, as directed by written Notice to Proceed by the City's Chief of Police. The services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: Susan Adami. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit "A," nor shall Consultant use or replace any subcontractor or subconsultant, without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel or subcontractor/subconsultant may result in the termination of this Agreement.

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

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

2.1 Term. The term of this Agreement shall begin on October 3rd, 2023 and end on December 31st, 2023, unless terminated for any reason, including a lack of appropriated funds to compensate services provided under this Agreement, in accordance with Section 6. Any such termination of this Agreement due to failure of the City of Tracy Council to appropriate funds for payment for services under this Agreement shall not be a breach of the Agreement.

2.1.1 Option to Extend. This Agreement may be extended for an additional (3) months by the City Manager following a written determination that the Consultant has satisfactorily met all the requirements of this Agreement.

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

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed \$150,000 (\$50,000 monthly). It is understood and agreed that Consultant may not receive compensation up to this amount, and Consultant's total compensation under this Agreement will depend on the scope of the Services approved by the City. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the total compensation amount provided in this section without the City's prior written approval. Notwithstanding anything contained in this Agreement to the contrary, the payment of any funds under this Agreement shall be subject to the City of Tracy's appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated.

3.2 Invoices. Consultant shall submit monthly invoice(s) to the City that describe the services performed, including times, dates, and names of persons performing the services.

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

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

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

3.4 The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant's services. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

3.5 Consultant agrees to maintain books, accounts, payroll records and other information relating to the performance of Consultant's obligations under the Agreement, which shall adequately and correctly reflect the expenses incurred by the Consultant in the performance of Consultant's work under the Agreement. Such books and records shall be open to inspection and audit by the City during regular business hours for three years after expiration or termination of this Agreement.

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

In the event there is a finding and/or determination that Consultant is not an independent contractor and/or is an employee of City, including but not limited to any such finding and/or determination made by the

California Public Employees' Retirement System (CalPERS), the Department of Industrial Relations (DIR), or the Internal Revenue Service (IRS), Consultant shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the City from and against any all claims relating to or in connection with such a finding and/or determination.

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

(The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional under Civ. Code § 2782.8.)

Consultant and City mutually waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Termination. The City may terminate this Agreement by giving ten (10) days' written notice to Consultant. Within five (5) days of such a termination, Consultant shall give the City original documents relating to the Services in Consultant's possession or control, including, without limitation, preliminary drafts and supporting documents, and any other documents prepared by Consultant pursuant to this Agreement. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

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

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

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

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

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

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

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

8. Ownership of Work. All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's services, upon termination of this Agreement, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

9. Independent Contractor Status. Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits. Consultant shall be solely responsible for, and shall save the City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

9.1 Non-Exclusive Professional Services Agreement. The City reserves the right to contract with other firms and/or consultants during the term of this Agreement to provide the City the same or similar services that Consultant is providing to the City under this Agreement. Nothing contained in this Agreement guarantees Consultant a certain amount of work, and the City may, in its sole and absolute discretion, allocate and/or delegate work to Consultant so as to satisfy the City's needs.

10. Conflicts of Interest. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest.

11. Rebates, Kickbacks, or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For any breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; to deduct from the contract price the value of the rebate, kickback, or other unlawful consideration; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:

Tracy Police Department
Attn: Accounts Payable
1000 Civic Center
Tracy, CA 95376

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

To Consultant:

Trine Integrated Services, Inc
241 E. 10th Street, Suite A
Tracy, CA 95376

13. Miscellaneous.

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

13.2 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties. No waiver shall be effective unless it is in writing and signed by the waiving party.

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

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

13.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal

proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

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

13.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

13.7 Business Entity Status. Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is not a suspended corporation. If Consultant is a suspended corporation at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.

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

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

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

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

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

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

13.14 Counterparts. City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

13.15 Expenses for Enforcement. Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

By: Nancy Young

Title: Mayor

Date: _____

Attest:

Adrienne Richardson, City Clerk

Approved as to form:

Bijal M. Patel, City Attorney

Consultant

Trine Integrated Services, Inc.

A DocuSigned by:



8018A2CA55D2478...

By: Conrad Leviot, III

Title: CEO 9/21/2023 | 3:26 PM PDT

Date: _____

Federal Employer Tax ID No. 46-3831159

DocuSigned by:



10B54CBD5695477...

By: Susan Adami

Title: Chief Financial Officer 9/21/2023 | 3:06 PM PDT

Date: _____

Exhibits:

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

EXHIBIT A - Scope of Work

CONSULTANT shall provide security guard services, city wide, with an emphasis at the following locations, but not limited to the following locations:

1. El Pescadero Park (250 W. Kavanagh Ave.)
2. City of Tracy Temporary Emergency Housing Facility (370 W. Arbor Rd.)
3. Various City of Tracy parks, facilities, buildings, and City infrastructures

CONSULTANT shall provide:

1. Routine security services by provision of security rounds by trained uniformed security officers on foot or by patrol vehicle.
2. Hour of services will be established with the successful proposer per the individual department needs for the current sites noted above.
3. Securing access to facilities.
4. Trained expert response (a professional response when dealing with a variety of people to include but not limited to unsheltered persons, individuals suffering from mental health and/or substance abuse).
5. Responding to staff requests for assistance in dealing with a variety of people to include but not limited to unsheltered persons, irate individuals, individuals suffering from mental health and/or substance abuse.
6. Other security related services.
7. Patrolling City facilities to include park areas, parking lots, public infrastructure, City events and interior public spaces of the facilities/locations.
8. Educate unsheltered individuals regarding available resources and location of the City of Tracy's Temporary Housing Shelter.
9. Perform intake security screening and security services for the Tracy Emergency Housing Shelter.
10. Assisting visitors and serve as concerned public relations representatives.
11. Visually monitor and report all personnel, contractors, vendors and citizens for unusual behavior. Observe, report and detail all possible suspects committing crimes, vandalism or disturbing the peace within the immediate area of assignment until arrival of sworn peace officers.
12. Report any violations of the Tracy Municipal Code, State of California codes to include vehicle, penal, health and safety and welfare and institutions codes.
13. Work alongside City of Tracy departments to include but not limited to Police, Code Enforcement, Homeless Services, Public Works and non-profit partners.
14. Maintain visibility to general public.
15. Report unmarked or unattended containers.
16. Ensure that only authorized personnel are permitted access to restricted areas.
17. Monitoring a bank of security cameras, where required.
18. Locking/unlocking doors and gates at designated times.
19. Guards shall be familiar with the building electronic door locking systems and alarms. Please provide what your protocol would be in training new guards.
20. Checking other safety equipment and report safety hazards found on rounds.
21. Provide legibly written daily reports on activities, as well as specific written reports on incidents.
22. Always be professional, but courteous, polite, helpful and shall refrain from any inappropriate language or actions. Substance abuse or illegal activity will not be

tolerated under any circumstances. The security guard services shall be provided to the complete satisfaction of the CITY, in its sole discretion.

23. Guards should have good communication and conflict resolution skills.
24. Communicate effectively in English, both verbally and in writing.
25. Cooperate with law enforcement when circumstances require. Guards must understand that this is an "observe and report" position.
26. Act reasonably and expeditiously in determining what constitutes an emergency situation.
27. Be diligent and dependable.
28. Prior to extending an offer of employment, Consultant shall perform successful pre-employment criminal background check and drug screening before applicants are assigned to the City.
29. Shifts to be staggered among security staff to prevent, if at all possible, incurring overtime charges.
30. When two (2) security guards are required on duty, one (1) security guard must remain inside the building while the other patrols the exterior perimeter. If both security guards are in the building temporarily, they shall patrol different parts of the building. During times of breaks or mealtimes, the guard left on duty shall be posted within the facility. Breaks shall be staggered so that at least one guard remains on duty at all times.
31. Confirm daily that security radios are functioning properly and sufficiently.
32. Maintain a full understanding of the radio call signs and codes, where required
33. Shall wear a pressed and professional company security standard class "A" uniform with badge and name plate (no tie required). No security guard shall carry firearms, batons, tear gas, non-lethal chemical agents, or any weapons without prior written consent of the City. City approval would require proof of proper training/requirements to carry firearms and such weapons.
34. Comply with all applicable laws, ordinances, rules and regulations relating to security and health, and obtain all required licenses and permits necessary for services performed.
35. Serve as a deterrent to people intent on committing criminal acts.
36. As required at specific locations, provide after-hours escorting services to employees and/or clients.
37. As required at specific locations, comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule and Security Standards.
38. As required at specific locations, attend internal Meetings/Security Task Force Meetings during regularly scheduled shifts.
39. Testify in court as necessary.
40. Assisting with evacuating of City facilities, parks or during evacuation alarms.
41. Assist with Traffic Control functions as needed.
42. Provide security company's policy, training manual and sample of daily activity report.

Service Hours and Frequency: Services shall be provided by the CONSULTANT at the designated locations every day during the contract period, providing 24-hour coverage (7 days a week). The CITY shall have the right to determine the hours and locations when and where security guard services shall be furnished by CONSULTANT. CITY further has the authority to add to, delete from, or revise the work schedule/locations at any time.

Supervising, Training and Scheduling: CONSULTANT shall train, schedule, provide, and supervise personnel in accordance with the professional services contract and the rules and regulations of the City of

Tracy and the State of California. CONSULTANT shall provide supervisor personnel to ensure that security guard activities are taking place at the required places and times

City of Tracy – Master Professional Services Agreement with Trine Integrated Services, Inc.

EXHIBIT B - Compensation

Unarmed security guards, 24 hours, 7 days a week - \$30.00 per hour

Vehicle charge - \$350.00 per week

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

**RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT
WITH TRINE INTEGRATED SERVICES, INC. FOR SECURITY SERVICES WITH
A TOTAL NOT TO EXCEED AMOUNT OF \$150,000 (\$50,000 MONTHLY) AND
A TERM OF THREE MONTHS.**

WHEREAS, the City of Tracy is in need of routine security services (Services) for various locations throughout the City including, but not limited to, El Pescadero Park (250 W. Kavanagh Ave.), the City of Tracy Temporary Emergency Housing Facility (370 W. Arbor Rd.), and various City parks, facilities, buildings, and infrastructures to address ongoing public safety issues; and

WHEREAS, pursuant to a Professional Services Agreement, Trine Integrated Services, Inc. (Consultant) has provided the Services City-wide via trained uniformed security officers on foot and in patrol vehicles. The City of Tracy has utilized Consultant for the past year, which has reduced calls for service, provided the unsheltered and people visiting the park with immediate security, and improved intelligence Tracy PD related to law violators; and

WHEREAS, with the existing agreement with Consultant set to expire, the City seeks to extend the agreement for an additional three (3) months for an amount not to exceed \$150,000 such that Consultant will continue providing the Services through December 31, 2023; and

NOW, THEREFORE, be it resolved as follows:

RESOLVED: That the City Council hereby approves the Professional Services Agreement with Trine Integrated Services, Inc. for security services for a total not to exceed the amount of \$150,000 (\$50,000 monthly) for a three-month term; and be it

FURTHER RESOLVED: The City, after review and approval by the City Attorney's office, may execute the Agreement and take any and all further actions to effectuate the purposes of this Resolution; and be it

FURTHER RESOLVED: That this resolution takes effect immediately upon its adoption.

* * * * *

The foregoing Resolution 2023-_____ was adopted by the City Council on October 3, 2023, by the following vote:

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

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