

TRACY HOMELESSNESS ADVISORY COMMITTEE SPECIAL MEETING AGENDA

Tuesday, May 14, 2024, 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: **2554 965 9592** 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 25549659592#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 March 21, 2024 Regular Meeting Minutes

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

3. REGULAR AGENDA

3.A The Tracy Homelessness Advisory Committee receive an informational update on efforts pertaining to the Tracy Homelessness Strategic Plan.

3.B The Tracy Homelessness Advisory Committee recommend that the City Council adopt a Resolution approving Amendment No. 1 to the General Services Agreement with United Site Services of California, Inc. at the Temporary Emergency Housing Facility, Capital Improvement Project 71112, at 370 West Arbor Avenue, to increase the original scope of service, increase the total not-to-exceed amount to \$255,563.51, and extend the term from May 31, 2024 to June 30, 2025.

3.C The Tracy Homeless Advisory Committee recommend that City Council adopt a Resolution (1) awarding a construction contract to Bockmon & Woody Electric Company, Inc. of Stockton, California for the 370 and 384 W. Arbor Road Power Supply Project at the Temporary Emergency Housing Facility Project, CIP 71112, in the amount of \$614,275 and (2) authorizing the City Manager to approve construction contract change orders up to the contingency amount of \$61,428, if needed, pursuant to Tracy Municipal Code Section 2.20.090(b).

4. STAFF ITEMS
5. COMMITTEE ITEMS
6. ADJOURNMENT

Posting Date: May 13, 2024

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.

March 21, 2024, 7:00 p.m.

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

CALL TO ORDER – Chairperson Davis called the meeting to order at 7:03 pm

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

1. CONSENT CALENDAR –

1.A. Adoption of September 26, 2023 Special Meeting Minutes, October 19, 2023 Regular Meeting Minutes and February 15, 2024 Regular Meeting Minutes- Minutes were adopted

2. ITEMS OF THE AUDIENCE- Joanna Gregonis thanked Mr. Abercrombie, Mr. Hughley, Luis Ayala and Brian MacDonald for assisting in getting two veterans into the shelter. She also thanked Debbie from the Mobile Showers as she provides more than just showers, but food to the unhoused as well.

3. REGULAR AGENDA

3.A The Tracy Homelessness Advisory Committee receive an informational report regarding the City's ongoing efforts regarding homeless encampments.

Miguel Contreras, Police Lieutenant, Tracy Police Department, Community Services Division provided the staff report, presentation and responded to questions.

Committee comments and questions followed.

Brian MacDonald, Interim Public Works Director responded to questions.

Committee comments and questions continued.

Joanna Gregonis commented on the passing of an unhoused individual in the streets and why deaths of unhoused are not being reported. She also asked if DB4 was ever EPA cleared after the cleanup and why it was deemed hazardous when City workers were not wearing proper PPE equipment.

ACTION: Motion was made by Vice Chairperson Bedolla and seconded by Chairperson Davis to receive an informational report regarding the City's ongoing efforts regarding homeless encampments and recommend that the City Council adopt a

report including a record of clarifying questions and answers as tonight on the consent calendar of the next Regular City Council agenda.

3.B The Tracy Homelessness Advisory Committee recommend that the City Council adopt a Resolution approving Amendment No. 1 to the General Services Agreement with SC Commercial LLC, DBA SC Fuels at the Temporary Emergency Housing Facility, CIP 71112, at 370 Arbor Avenue, to amend the scope of work to include the installation and rental of a 500-gallon auxiliary fuel tank for generator #3 for a monthly rental and monitoring fee of \$265.

Jim Thompson, Operations Superintendent of Public Works provided the staff report and responded to questions.

Committee comments and questions followed.

Brian MacDonald, Interim Public Works Director responded to questions.

No public comment.

ACTION: Motion was made by Vice Chairperson Bedolla and seconded by Chairperson Davis to accept a resolution approving Amendment No. 1 to the General Services Agreement with SC Commercial LLC, DBA SC Fuels at the Temporary Emergency Housing Facility, CIP 71112, at 370 Arbor Avenue, to amend the scope of work to include the installation and rental of a 500-gallon auxiliary fuel tank for generator #3 for a monthly rental and monitoring fee of \$265.

3.C The Tracy Homelessness Advisory Committee recommend that the City Council adopt a Resolution (1) determining that compliance with the standard procurement process is not in the best interest of the City pursuant to California Public Contract Code Section 20301 and Tracy Municipal Code Section 2.20.180(b)(4) for entering into a two agreements with PowerGen, Inc. for the rental and maintenance of diesel generators required at the Temporary Emergency Housing Facility; (2) approving an interim General Services Agreement with PowerGen, Inc. for nine (9) months effective July 1, 2023 through March 31, 2024 with a not-to-exceed amount to \$617,539.47; (3) approving a new General Services Agreement with PowerGen, Inc. with a not to exceed amount of \$657,253.70 with an initial term from April 1, 2024 through June 30, 2025; and (4) authorizing the City Manager to extend the Agreement up to one additional year, subject to the not-to-exceed amount.

Brian MacDonald, Interim Public Works Director provided the staff report and responded to questions.

Committee comments and questions followed.

Jeffrey Crosswhite, Assistant City Attorney, responded to questions.

Raymond Guerra expressed his frustration with how loud the generators as his dorm is only a few feet away. He stated that this is the reason why he goes to his car to get away from the noise and look for employment on his phone. He also

expressed that his may be towed away due to not running or being registered which will leave him having to sit in his room in between meals listening to the buzzing of the generators.

Committee comments followed.

ACTION: Motion was made by Vice Chairperson Bedolla and seconded by Chairperson Davis to accept a resolution (1) determining that compliance with the standard procurement process is not in the best interest of the City pursuant to California Public Contract Code Section 20301 and Tracy Municipal Code Section 2.20.180(b)(4) for entering into a two agreements with PowerGen, Inc. for the rental and maintenance of diesel generators required at the Temporary Emergency Housing Facility; (2) approving an interim General Services Agreement with PowerGen, Inc. for nine (9) months effective July 1, 2023 through March 31, 2024 with a not-to-exceed amount to \$617,539.47; (3) approving a new General Services Agreement with PowerGen, Inc. with a not to exceed amount of \$657,253.70 with an initial term from April 1, 2024 through June 30, 2025; and (4) authorizing the City Manager to extend the Agreement up to one additional year, subject to the not-to-exceed amount.

3.D The Tracy Homeless Advisory Committee recommend that the City Council adopt a resolution (1) determining that compliance with the standard procurement process is not in the best interest of the City pursuant to California Public Contract Code Section 20301 and Tracy Municipal Code Section 2.20.180(b)(4), and (2) approving a Purchase Agreement with Nelco Electrical Supply, Inc., in the amount of \$391,636.58, for the purchase of electrical equipment required for permanent power supplies.

Brian MacDonald, Interim Public Works Director provided the staff report and responded to questions.

Committee comments and questions followed.

Jim Thompson, Operations Superintendent of Public Works responded to questions.

Committee comments and questions continued.

Jeffrey Crosswhite, Assistant City Attorney, responded to questions.

Committee comments and questions continued.

No public comment.

ACTION: Motion was made by Vice Chairperson Bedolla and seconded by Chairperson Davis to accept a resolution (1) determining that compliance with the standard procurement process is not in the best interest of the City pursuant to California Public Contract Code Section 20301 and Tracy Municipal Code Section 2.20.180(b)(4), and (2) approving a Purchase Agreement with Nelco Electrical Supply, Inc., in the amount of \$391,636.58, for the purchase of electrical equipment required for permanent power supplies.

4. STAFF ITEMS – Brian MacDonald, Interim Public Works Director, thanked Luis Ayala, Shelter Director from The Salvation Army in being very responsive when it came to helping get two veterans that were in need into the shelter.
5. COMMITTEE ITEMS – None
6. ADJOURNMENT – Time: 8:10 p.m.

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

The agenda was posted at City Hall on March 18, 2024. The above are action minutes.

Chairperson

ATTEST:

Deputy City Clerk

Agenda Item 3.A

RECOMMENDATION

Staff recommends the Tracy Homelessness Advisory Committee receive an informational update on efforts pertaining to the Tracy Homelessness Strategic Plan.

EXECUTIVE SUMMARY

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

BACKGROUND AND LEGISLATIVE HISTORY

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

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

ANALYSIS

Homelessness Services Division Update

The Homeless Services Division, through a professional services agreement for shelter operations, effective November 1, 2023, oversees the Salvation Army's shelter services, to provide case management, meals, transportation, and laundry services to individuals experiencing or at risk of homelessness at the Arbor Ave Temporary Emergency Housing Facility in Tracy. Staff is currently assessing the shelter contract and performance by the Salvation Army to evaluate contract compliance through a review of the intake and exit process, shelter policies and procedures and their operations and case management plan. This process will identify potential gaps in service or future changes to the scope of work. The Homeless Services Division through this evaluation will identify and propose an update to the shelter contract under Resolution number 2023-207 which authorizes the City manager to extend the shelter operations agreement for an additional year.

The Homeless Services Division is partnering with the City's IT Department and Tracy Police Department to provide a homelessness dashboard on the City's website. In addition, the Division

is working on establishing a National Provider Identifier number to incorporate the Cal Aim Initiative into the Homeless Services Divisions operating budget. Through collaboration with the County Continuum of Care (CoC), the city supported the HHAP 5 Regional Plan process that was approved by the City of Stockton, San Joaquin County Board of Supervisors, and the San Joaquin Continuum of Care on March 26, 2024. The plan application paves the way to bring an additional 14 Million dollars in grant funding to the region. the CoC is finalizing the Point in Time Count data with a press release expected by the end of May.

Outreach Update

The Tracy Police Department has partnered with the California Highway Patrol, Caltrans, and Union Pacific Railroad to proactively respond to unincorporated areas of Tracy. Our joint effort is focused on providing homeless outreach and ensuring public safety related to homelessness, debris, and crime. This partnership is a significant step towards offering resources to unhoused individuals in unincorporated areas within or adjacent to city limits. To enhance our enforcement, updated trespass letters are in the process of being received from the California Highway Patrol, Caltrans, and Union Pacific Railroad. Our multi-agency partnership includes monthly meetings with our agency partners, service providers, Homeless Services Division, Familiar Faces, Tracy Community Connections Center, Fire, Code Enforcement, and Public Works. Our partnership is a testament to the value we place on our collective contributions to effectively respond and provide services to the unhoused population.

Shelter Operations Update

The City's Homeless Services Division works closely with the shelter team to identify site needs and develop policies and procedures to better support and develop the program to meet the needs of the shelter population. This includes monitoring additional contracts at the site including generator rentals, fuel supply, fence rentals, temporary bathroom and shower rentals, leases for modular units and the maintenance needs of the dorms. To enhance security of the site, an additional camera was added to the parking area near the entrance of the facility. San Joaquin County is now partnering with the Shelter team to provide their mobile clinic two times a month to ensure continuity of care for the shelter residents.

Based on the Homeless Management Information System report, 123 individuals have been served by the Salvation Army Stockton Corps team between November 1, 2023 and March 31, 2024.

TRACER Fixed Route H Bus Service Activities

The Tracer Bus Route H was created to serve the sheltered guests at the 370 Arbor Avenue site and takes individuals to other locations throughout the City. This helps ensure that our shelter guests have access to centrally located services. Below are our updated utilization numbers:

- January 87 boardings with an average of 3.35 passengers per day
- February 120 boardings with an average of 4.80 passengers per day
- March 76 boardings with an average of 2.92

Homelessness Strategic Plan Updates

GOAL 1: INCREASE HOUSING OPTIONS IN THE CITY OF TRACY

1. **SHORT-TERM:** Identify immediate temporary “Emergency Housing” options and integrate crisis support services. (**Present**)
 - **Emergency Shelter:**
 - Temporary Emergency Housing Facility (TEHF) Phase III-Modulars opened in November 2022 and Phase IV-Custom Container Dorms opened in December 2023 providing 86 beds with low barrier entry and supportive services to shelter clients.
 - **Crisis Support Services (Present):**
 - Behavioral Health outreach providers and Tracy Police Department Mobile Evaluation Team provide access to “Crisis Support” services to shelter clients.
 - Partnering with Sutter Tracy in collaboration with Tracy Community Connections Center (TCCC) and Familiar Faces Team conduct outreach to align support services for the unsheltered.
2. **MID-TERM:** Identify “Transitional Housing” options and integrate wrap-around support services with the Navigation Center. (**Future**)
 - **Transitional Housing Options:**
 - Phase II Site improvements to begin August 2024, includes the Navigation Center.
 - Ongoing discussions with private landlords to identify affordable options to serve as transition housing.
 - Collaborate with San Joaquin County Housing Authority to identify partnership opportunities.
 - **Access to Support Services:**
 - TCCC serves as the Cal Aim Housing Navigation Provider.
 - Partnering with San Joaquin County Housing Authority to place persons with disabilities on the Mainstream Voucher list.
 - Applying for Cal-Aim funding, to provide specialty beds imbedded into the Navigation Center, shelter program. These beds would provide short term sobering and recuperative care beds to support individuals who need more time to heal from an illness/injury or who may need a recovery bed.

3. **LONG-TERM:** Increase affordable housing stock and assist in securing “Permanent Housing” with continued support services from Case Managers. **(Future)**

- **Increase Affordable Housing Stock:**

- The Planning Division submitted the draft Housing Element to the Ca Dept. of Housing & Community Development (HCD) for review on November 22, 2023.
- Identifying opportunities for affordable housing partnerships.

- **Permanent Housing:**

- The Navigation Center will provide shelter and unhoused clients access to local support services like Housing Navigation services and referral to other identified resources.

- **Access to Support Services:**

- Continued aftercare (Housing Navigation) services to clients who have secured housing to ensure they remain housed.

4. **CONTINUOUS:** Proactively pursue local, state, and federal funding to support housing options and support services. **(Present)**

- **Funding Opportunities:**

- Collaborated with CoC to adopt the HHAP-5 Regional Plan for San Joaquin County.
- Awarded over \$10 Million Dollars from ARPA, HHAP, CPF and HPSJ grants for both construction and operations.
- Applying for sustainability funding options including Cal Aim Initiative.

5. **Create property-owner economic initiative to increase number of private housing to support housing for transitioning homeless people. (Future)**

- Collaborate with Community and Economic Development Department.

GOAL 2: INCREASE ACCESS TO COORDINATED SUPPORT SERVICES FOR PEOPLE EXPERIENCING HOMELESSNESS

1. **Create a centralized location to serve as a “Navigation Center” where people experiencing homelessness can gain access to appropriate services and resources based on their immediate needs. (Present)**
 - **Navigation Center:**
 - The formal Navigation Center is a component of the Phase II-Sprung Structure. Familiar Faces and the Tracy Shelter serve as a Navigation Center until Phase II Site improvements are complete.
 - Housing Navigation Services and partnerships with local service providers, non-profits and faith-based groups is integrated into shelter programming.
2. **Secure access to addiction, mental health, family reunification, job training, and other appropriate support services at the Navigation Center. (Present)**
 - **Access to Support Services:**
 - Partnerships with San Joaquin County Behavioral Health Services, San Joaquin County Family Ties and The Salvation Army for addiction services.
 - Mental health services through San Joaquin County Behavioral Health Services/Tracy Clinic.
 - Family reunification services offered through The Salvation Army and outreach teams.
 - As of March 31, 2024, six (6) shelter clients have reunited with family.
 - Case managers connecting shelter clients with WorkNet/EDD.
3. **Enhance coordination between local service providers and county agencies. (Present)**
 - **Coordination Efforts:**
 - Homeless Prevention support services in partnership with TCCC
 - Homeless Services Manager is currently the Vice Chair of the CoC coordinating access to additional funding, best practices and resources across the Continuum.
4. **Evaluate effectiveness of current spending and consider reallocating resources, while continuing to pursue other funding options. (Present)**
 - **Resource Assessment:**
 - HHAP 5 Regional Plan Process reallocation of funds.
 - Coordinating an effective strategy to share client data in support of serving the unsheltered population.
 - Assessment of contract compliance for The Salvation Army.

GOAL 3: DEVELOP ACTION PLANS FOR ENGAGING WITH PEOPLE EXPERIENCING HOMELESSNESS

1. **Establish “Law Enforcement Protocol” for initiating contact with people experiencing homelessness that complies with the recent *Martin v. Boise* decision. (Present)**
 - **Law Enforcement Protocol:**
 - Integrated Response To Persons Experiencing Homelessness began when the City opened the shelter on November 1, 2022.
 - On December 5, 2023, City Council approved an amendment to the Tracy Municipal Code designating City of Tracy Parks as “sensitive areas.” The updated municipal code provided clear direction to law enforcement to address individuals who seek to establish encampments within our City park infrastructure.
 - Tracy Police Department Familiar Faces team is designed to initiate rapport with the unsheltered population and encourage use of support services. They partner with the Public Works Department and Code enforcement on encampment cleanups to ensure proper posting of clean ups and storage of property.
2. **Establish “Crisis Response Protocol” for local service providers to render rapid crisis support — including after-hour services for people experiencing or at-risk of homelessness. (Present)**
 - **Crisis Response Protocol:**
 - Partnership between San Joaquin County Behavioral Health Services and Tracy Police Department establishing a Mobile Evaluation Team (MET) focused on crisis response for service calls pertaining to mental health emergencies.
3. **Partner with county agencies (including the District Attorney’s Office and the San Joaquin County Jail) to evaluate opportunities for diversion programs or other alternatives to incarceration for people experiencing homelessness — including a warm “hand off” to service providers to render immediate crisis support services or emergency housing. (Present)**
 - **Partner with County Agencies:**
 - Collaborative meetings between the City of Tracy, various SJC agencies and the Continuum of Care, Human Services Agency, and Behavior Health to assess opportunities to divert unsheltered individuals into other programs to reduce barriers to housing.

GOAL 4: ENACT SPECIFIC STRATEGIES FOR VULNERABLE SUBPOPULATIONS EXPERIENCING HOMELESSNESS

- 1. Identify people experiencing or at-risk of homelessness in vulnerable subpopulations within the City of Tracy — including, but not limited to, veterans, youth, the LGBTQ community, victims of crime, and people with behavioral health needs. (Present)**
 - **Vulnerable Subpopulations:**
 - 2022 PIT Count reflects inclusion of identified vulnerable subpopulation.
 - Operation Helping Hands is a bi-weekly outreach team with various agencies providing supportive services focused on individuals who have denied shelter services.
 - Assessing reports from The Salvation Army and outreach teams to address support service gaps for vulnerable sub populations.
- 2. Ensure access to “Case Managers” for vulnerable subpopulations who will educate and provide connections to appropriate support services and housing options. (Present)**
 - **Case Management:**
 - Shelter operators have been assessing client's individuals needs/barriers and providing “Case Management” services to meet the individual needs of each shelter client.
- 3. Identify and apply for funding opportunities to secure resources that are specifically available to support people from vulnerable subpopulations. (Present)**
 - **Funding for Vulnerable Subpopulations:**
 - Partnering with PREVAIL, Veterans Affairs, local non-profits and Managed Care Plans to provide services for vulnerable subpopulations.
 - Identify funding streams that meet the needs of identified sub populations, this may include the Veterans administration, the County BHS regarding Respite beds for those with mental health needs and ensuring inclusion of our Youth and Domestic Violence organizations/providers.
 - There is also a current identified need to include our aging unsheltered population as a vulnerable subpopulation with 38% of our sheltered guests identifying in this subpopulation – Funding is being pursued through the Cal Aim initiative and The City working through the NPI process.
- 4. Develop a targeted initiative program to prevent “new” individuals in vulnerable subpopulations from becoming homeless. (Future)**
 - **Public Awareness Campaign**
 - Homeless Services Division is working with IT Department to create a community data dashboard available to the community that is interactive. Our outreach and engagement teams share information about programs that have funds to help support individuals from becoming homeless. This includes rental assistance or referrals to other county resources to assist people who are struggling to meet their basic needs.

FISCAL IMPACT

This is an informational report with no fiscal impact to the current operating budget.

STRATEGIC PLAN

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

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

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

ACTION REQUESTED OF THE COMMITTEE

Staff recommends the Tracy Homelessness Advisory Committee receive an informational update on efforts pertaining to the Tracy Homelessness Strategic Plan.

Prepared by: Virginia Carney, Homeless Services Manager

Reviewed by: Jeffrey Crosswhite, Assistant City Attorney
Kimberly Murdaugh, Interim Assistant City Manager

ATTACHMENTS

Attachment A- Informational Update: Homeless Services Division and Strategic Plan PowerPoint



3.A Informational Update: Homeless Services Division and Strategic Plan

OVERVIEW

- Homeless Services Division Updates
- Outreach Update
- Shelter Operations – The Salvation Army
- Transportation – TRACER Bus Route H
- Homelessness Strategic Plan Update

Homeless Services Division Update

- Current shelter operator - The Salvation Army (TSA) Stockton Corps
- 6-month review of shelter operations
- Partner with City IT department and Tracy PD to provide a homelessness dashboard on the City's website
- Establish an NPI (National Provider Identifier) number for the City to incorporate the Cal Aim Initiative into our funding streams



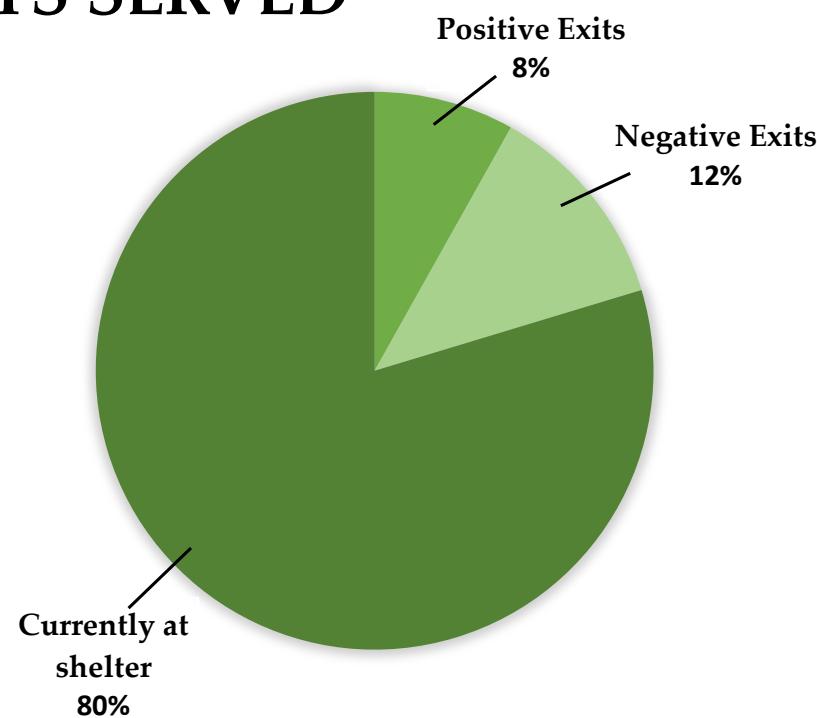
Outreach Update

- The Tracy Police Department (TPD) has partnered with the California Highway Patrol, Caltrans, and Union Pacific Railroad to proactively respond to encampment areas in the City of Tracy
- TPD is in the process of receiving updated trespass letters from the California Highway Patrol, Caltrans, and Union Pacific Railroad to enhance enforcement
- Focused on providing homeless outreach and ensuring public safety related to homelessness, debris, and crime



Shelter Operations

CLIENTS SERVED



- Since onboarding through March 31st, The Salvation Army has served 123 individuals* with 10 positive exits
 - 5 into permanent housing
 - 5 into other positive destinations
- The largest age group of our population at our shelter are between the ages of 55 and 61 at 22% with an additional 16% that are over the age of 62
- For the month of March, we currently have 5 shelter guests who are working, 12 who are receiving SSI or SSDI and 1 receiving General Assistance



* Numbers and stats are reflective from data collected effective 11/1/2023-3/31/2024

Think Inside the Triangle™

Transportation Updates

TRACER Fixed Route H Bus Service Activities

- January 87 boardings with an average of 3.35 passengers per day
- February 120 boardings with an average of 4.80 passengers per day
- March 76 boardings with an average of 2.92

Since July 2023 there have been a total of 840 boardings with an average of 3.27 passengers per day





Homelessness Strategic Plan Update





HOMELESSNESS STRATEGIC PLAN — SUMMARY

GOAL 1

Increase Housing Options in the City of Tracy

1. SHORT-TERM: Identify immediate temporary “Emergency Housing” options & integrate crisis support services.
2. MID-TERM: Identify “Transitional Housing” options & integrate wrap-around support services with Navigation Center.
3. LONG-TERM: Increase affordable housing stock & assist in securing “Permanent Housing” with continued support services from Case Managers.
4. CONTINUOUS: Proactively pursue local, state, and federal funding to support housing options and support services.
5. Create property-owner economic initiative to increase the number of private housing options to support housing for people transitioning out of homelessness.

GOAL 2

Increase Access to Coordinated Support Services for People Experiencing Homelessness

1. Create a centralized location to serve as a “Navigation Center” where people experiencing homelessness can gain access to appropriate services and resources based on their immediate needs.
2. Secure access to addiction, mental health, family reunification, job training, & other appropriate support services at the Navigation Center.
3. Enhance coordination between local service providers and county agencies.
4. Evaluate effectiveness of current spending and consider reallocating resources, while continuing to pursue other funding options.

GOAL 3

Develop Action Plans for Engaging with People Experiencing Homelessness

1. Establish “Law Enforcement Protocol” for initiating contact with people experiencing homelessness that complies with the recent *Martin v. Boise* decision.
2. Establish “Crisis Response Protocol” for local service providers to render rapid crisis support — including after-hour services for people experiencing or at-risk of homelessness.
3. Partner with county agencies (including the D.A.’s Office & County Jail) to evaluate opportunities for diversion programs or other alternatives to incarceration for people experiencing homelessness — including a warm “hand off” to service providers to render immediate crisis support services or emergency housing.

GOAL 4

Enact Specific Strategies for Vulnerable Subpopulations Experiencing Homelessness

1. Identify people experiencing or at-risk of homelessness in vulnerable subpopulations within the City of Tracy — including, but not limited to, veterans, youth, the LGBT community, victims of crime, and people with behavioral health needs.
2. Ensure access to “Case Managers” for the vulnerable subpopulations who will educate and provide connections to appropriate support services and housing options.
3. Identify and apply for funding opportunities to secure resources that are specifically available to support people from the vulnerable subpopulations.
4. Develop a targeted initiative program to prevent “new” at-risk individuals from becoming homeless.

REVISED 05/06/20

GOAL 1

Increase Housing Options in the City of Tracy

1. SHORT-TERM: Identify immediate temporary “Emergency Housing” options & integrate crisis support services.
2. MID-TERM: Identify “Transitional Housing” options & integrate wrap-around support services with Navigation Center.
3. LONG-TERM: Increase affordable housing stock & assist in securing “Permanent Housing” with continued support services from Case Managers.
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5. Create property-owner economic initiative to increase the number of private housing options to support housing for people transitioning out of homelessness.

HOMELESSNESS STRATEGIC PLAN UPDATE



- ✓ Opened Emergency low barrier Shelter and launched Familiar Faces in 2022
- ✓ Phase II-Site Improvements Begin August 2024, Includes Navigation Center
- ✓ The Planning Division submitted the draft Housing Element to the Ca Dept. of Housing & Community Development (HCD) for review on November 22, 2023
- ✓ The Homeless Services Division has received over \$10,000,000 in Grant Funding for Construction and Shelter Operations
- ✓ Collaborate with Community and Economic Development Department



GOAL 2

Increase Access to Coordinated Support Services for People Experiencing Homelessness

1. Create a centralized location to serve as a “Navigation Center” where people experiencing homelessness can gain access to appropriate services and resources based on their immediate needs.
2. Secure access to addiction, mental health, family reunification, job training, & other appropriate support services at the Navigation Center.
3. Enhance coordination between local service providers and county agencies.
4. Evaluate effectiveness of current spending and consider reallocating resources, while continuing to pursue other funding options.



- ✓ Familiar Faces and the Interim Tracy Shelter serve as a “Navigation Center” until Phase II-Site Improvements are complete
- ✓ The Salvation Army is providing access to support services at the Shelter along with Familiar Faces in the field
- ✓ Enhanced coordination through CoC partnerships, local provider biweekly check ins and ongoing networking
- ✓ HHAP 5 Regional Plan process reallocation of funds

GOAL 3

Develop Action Plans for Engaging with People Experiencing Homelessness

1. Establish “Law Enforcement Protocol” for initiating contact with people experiencing homelessness that complies with the recent *Martin v. Boise* decision.
2. Establish “Crisis Response Protocol” for local service providers to render rapid crisis support — including after-hour services for people experiencing or at-risk of homelessness.
3. Partner with county agencies (including the D.A.’s Office & County Jail) to evaluate opportunities for diversion programs or other alternatives to incarceration for people experiencing homelessness — including a warm “hand off” to service providers to render immediate crisis support services or emergency housing.

- ✓ Integrated Response to Persons Experiencing Homelessness began when the City opened the shelter in November 2022
- ✓ The deployment of the Familiar Faces Team, storage of property and encampment clean ups is our “law enforcement protocol” which includes partnerships with Public Works and Code Enforcement
- ✓ Partner with the SJC CoC and various city and county agencies to convene and assess opportunities to divert unsheltered individuals into other programs to reduce barriers to housing



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Think Inside the Triangle®

GOAL 4

Enact Specific Strategies for Vulnerable Subpopulations Experiencing Homelessness

1. Identify people experiencing or at-risk of homelessness in vulnerable subpopulations within the City of Tracy — including, but not limited to, veterans, youth, the LGBT community, victims of crime, and people with behavioral health needs.
2. Ensure access to “Case Managers” for the vulnerable subpopulations who will educate and provide connections to appropriate support services and housing options.
3. Identify and apply for funding opportunities to secure resources that are specifically available to support people from the vulnerable subpopulations.
4. Develop a targeted initiative program to prevent “new” at-risk individuals from becoming homeless.

REVISED 05/06/20

- ✓ 2022 Point-in-Time Unsheltered Count reflects inclusion of identified vulnerable subpopulations
- ✓ Case Management is provided by The Salvation Army at the shelter and through the Familiar Faces team in the field
- ✓ Collaborate with agencies that serve identified subpopulations
- ✓ Partner with our local non-profits and CoC partners



DISCUSSION



May 14, 2024

Agenda Item 3.B

RECOMMENDATION

Staff recommends that the Tracy Homelessness Advisory Committee recommend that the City Council adopt a Resolution approving Amendment No. 1 to the General Services Agreement with United Site Services of California, Inc. at the Temporary Emergency Housing Facility, Capital Improvement Project 71112, at 370 West Arbor Avenue, to increase the original scope of service, increase the total not-to-exceed amount to \$255,563.51, and extend the term from May 31, 2024 to June 30, 2025.

EXECUTIVE SUMMARY

An amendment to the General Services Agreement (Agreement) with United Site Services of California, Inc. (Contractor) at the Temporary Emergency Housing Facility, City Capital Improvement Project (CIP) 71112, located at 370 West Arbor Avenue, Tracy, CA 95304 (Project Site) is required to do the following: 1) to increase the original scope of service; 2) increase the total not-to-exceed amount to \$255,563.51; and 3) extend the term to June 30, 2025.

An amendment to the Agreement is required for Contractor to 1) add an additional service day of waste tank removal from two (2) days per week to three (3) days per week for the temporary restrooms and showers, and 2) adding three handwashing stations will provide accessibility to clean water sources, increase sanitation in a congregate setting and reduce spread of viruses.

The Amendment compensates the Contractor for the additional weekly service day of waste tank removal fee, three (3) handwashing stations rental fee and one (1) service two (2) days per week fees for each handwashing stations. The total compensation will include a one-time "delivery and pickup" charge and the fixed amount as set forth in Exhibits "B" and "B-1" of the Agreement. Contractor's total compensation under this Agreement as amended shall not exceed \$255,563.51.

BACKGROUND AND LEGISLATIVE HISTORY

On September 1, 2020, the 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, the City Council authorized the purchase of eight (8) custom container dormitories from Linked Equipment under Resolution 2023-140. Phase IV- Custom Containers does not include permanent bathrooms, which are part of the construction under Phase II-Site Improvements.

On October 17, 2023, the City Council authorized United Site Services of California, Inc. to 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 serve the occupants of Phase IV under resolution 2023-213.

Under Section 2.1 of the Agreement, the term of this Agreement ends on May 31, 2024. The proposed Amendment No. 1 extends the term of the Agreement to June 30, 2025. In addition to

the extension of the term there is an increase of the monthly services total by \$3,785.65. This will amend Section 3.1 of the Agreement, the Contractor's total compensation not-to-exceed amount to \$255,563.51.

ANALYSIS

The City previously determined that United Site Services of California, Inc. is a sole source vendor that provides and maintains self-contained and fully functional bathroom facilities and accessories.

The opening of the additional dormitories under Phase IV-Custom Containers increased the shelter capacity from 48 beds to 86 beds. The increase in clients caused an increase in septic waste from the use of the temporary restrooms and created a need to add handwashing stations throughout the TEHF due to lack of permanent water stations. Therefore, an amendment to the Agreement is required for Contractor to 1) add an additional service day of waste tank removal from two (2) days per week to three (3) days per week for the temporary restrooms and showers, and 2) adding three handwashing stations will provide accessibility to clean water sources, increase sanitation in a congregate setting and reduce spread of viruses. This service was not included in the original scope of work.

The City and Contractor desire to amend the term of the Agreement by extending the expiration date of such term from May 31, 2024 to June 30, 2025 at the Temporary Housing Emergency Facility until the permanent facilities are installed as part of the Phase II construction.

An amendment to the Agreement is required for Contractor to 1) add an additional service day of waste tank removal from two (2) days per week to three (3) days per week for the temporary restrooms and showers, and 2) adding three handwashing stations to provide accessibility to clean water sources, increase sanitation in a congregate setting and reduce the spread of viruses.

The Amendment compensates the Contractor for the additional weekly service day of waste tank removal fee, three (3) handwashing stations rental fee and one (1) service two (2) days per week fees for each handwashing stations. The total compensation will include a one-time "delivery and pickup" charge and the fixed amount as set forth in Exhibits "B" and "B-1" of the Agreement. Contractor's total compensation under this Agreement as amended shall not exceed \$255,563.51.

FISCAL IMPACT

Amendment No. 1 to the General Services Agreement with United Site Service of California, Inc. is an increase of \$3,785.65 monthly, or \$45,427.80 annually, increasing the total not to exceed amount to \$255,563.51.

The City funds Homeless Services through the General Fund and various grants. The Homeless Services General Fund operating budget has sufficient funds to cover the total expenditure of \$255,563.51 with United Site Services of California, Inc.

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 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 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 approving Amendment No. 1 to the General Services Agreement with United Site Services of California, Inc. at the Temporary Emergency Housing Facility, Capital Improvement Project 71112, at 370 West Arbor Avenue, to increase the original scope of service, increase the total not-to-exceed amount to \$255,563.51, and extend the term from May 31, 2024 to June 30, 2025.

Prepared by: Virginia Carney, Homeless Services Manager

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

ATTACHMENTS

Attachment A- Amendment No. 1 to GSA-United Site Services of California, Inc.

Attachment B- Executed General Services Agreement and Reso for United Site Services of California, Inc. effective October 23,2023

CITY OF TRACY
AMENDMENT NO. 1 TO
General Services Agreement with United Site Services of California, Inc.

This Amendment No. 1 (**Amendment**) to the General Service Agreement is made effective May 30, 2024 ("Effective Date") by and between the City of Tracy, a municipal corporation (**City**), and United Site Services of California, Inc., a California corporation (**Contractor**). City and Consultant are referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

- A.** The City and Contractor entered into a General Services Agreement (**Agreement**) for the Temporary Emergency Housing Facility (TEHF) to provide temporary shower and restrooms for Phase IV-Custom Containers occupants located at 370 W. Arbor Avenue, Tracy, CA 95304 which was approved by the City Council on October 17, 2023 under Resolution No. 2023-213.
- B.** The opening of the additional dormitories under Phase IV-Custom Containers has caused an increase in septic waste from the use of the temporary restrooms and showers and City's requirement that Contractor add an additional service day of waste tank removal from two (2) days per week to three (3) days per week. The additional day of service will help maintain sanitary conditions by preventing the waste tanks from overflowing due to being too full.
- C.** The opening of Phase IV-Custom Containers has increased the shelter capacity from 48 beds to 86 beds. The increase in shelter clients has created a need to add handwashing stations throughout the TEHF due lack of permanent water stations. The Contractor will install and provide three (3) handwashing stations and provide one (1) service, two (2) days per week for the handwashing stations. The handwashing stations will increase sanitation in a congregate setting, reduce spread of germs and increase the accessibility to clean water sources.
- D.** The City and Contractor now seek to amend the Agreement to increase the scope of Contractor's services to include the additional weekly service day of waste tank removal fee, three (3) handwashing stations rental fee and one (1) service two (2) days per week fees for each handwashing stations **and** increase the monthly service total by the amount of \$3,785.65.
- F.** The City and Contractor desire to amend the term of the Agreement by extending the expiration date of such term from May 31,2024 to June 30, 2025.
- G.** This Amendment is being executed pursuant to Resolution No._____ approved by Tracy City Council on_____, 2024.

Now therefore, the Parties mutually agree as follows:

1. Terms of Amendment.

A. Section 1 of the Agreement is hereby amended by deleting the text of Section 1 in its entirety and substituting in place thereof the following underlined text:

“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” and “A-1” 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.”

B. Section 2.1 is hereby amended by deleting the text of Section 2 in its entirety and substituting in place thereof the following underlined text:

“2.1 Term. The term of this Agreement shall begin on October 23, 2023, and end on June 30, 2025, unless terminated in accordance with Section 6.”

C. Section 3 is hereby amended by deleting the text of the first paragraph of Section 3 only and substituting in place thereof the following underlined text:

“3. Compensation. City shall pay Contractor a fixed amount as set forth in Exhibits “B” and “B-1” attached and incorporated by reference for services performed under this Agreement. City shall also pay a one-time “delivery and pickup” charge.”

D. Section 3.1 is hereby amended by deleting the text Section 3 in its entirety and substituting in place thereof the following underlined text:

“3.1 Not to Exceed Amount. Contractor’s total compensation under this Agreement shall not exceed \$255,563.51. 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 appropriate of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated.”

E. Exhibits.

Exhibit A-1 “Scope of Services” attached hereto shall replace Exhibit “A” of the Agreement. Contractor is responsible for completing all task identified in Exhibit “A-1”.

Exhibit B-1 “Compensation” attached hereto shall replace Exhibit “B” of the Agreement. For services performed by Contractor under this Agreement, City shall pay Contractor on a time and expense basis, at the billing rates set forth in Exhibit “B-1”.

3. Incorporation by Reference. This Amendment incorporates by reference all terms set forth in the Agreement, unless specifically modified by this Amendment. All capitalized terms used herein and not defined herein shall have the meanings set forth in the Agreement.

4. Effect of Amendment. This Amendment represents the complete and entire agreement and understanding between the parties and supersedes any prior agreement and understanding (written or oral) concerning the subject matter contained herein. Except as expressly modified by this Amendment, all provisions of the Agreement will remain unchanged and in full force and effect. The parties hereto acknowledge and agree that the recitals set forth are true and correct and are incorporated into this Amendment. This Amendment will not be binding until fully executed by the parties.

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

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

City of Tracy

By: Nancy D. Young

Title: Mayor

Date: _____

Attest:

Adrienne Richardson, City Clerk

United Site Services of California, Inc.

By: Jeff Dunlop

Title: Vice President

Date: 10 May 24

Federal Employer Tax ID No. 20-0968969

By: Sean McDowell

Title: Director of Contracts

Date: 10 May 24

Approved as to form:

By:

Bijal M. Patel, City Attorney

EXHIBITS:

A-1 Scope of Work

B-1 Compensation

EXHIBIT A-1 Scope of Work

Installation and Service of Temporary Restrooms and Showers

Trailer Bundle Configuration:

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

Trailer Bundle Configuration:

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

Hand Cleaning Bundle Configuration

- 2 Station Hand Wash Sink (3 Handwashing Stations)
- 1 Service 2 Days per Week for each handwashing station

EXHIBIT B-1 Compensation

Temporary Restroom and Shower Trailers Billing Rates

Item	Unit	Unit Price	Qty	Charge Type	Total Charge	Tax
Trailer Bundle Configuration Estimated Delivery 03-02-24						
Restroom Trailer, Gold, Small (3-4 Stalls) Power Requirements: 1-4 20AMP 110V on separate breaker	EA	\$2375.00	1	Recurring	\$2375.00	Y
Restock Service	EA	\$100.00	1	Recurring	\$100.00	N
3 Service per Week, Empty Waste Tank	EA	\$1828.00	1	Recurring	\$1828.00	N
Trailer Bundle Configuration Estimated Delivery 03-02-24						
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
Restock Service	EA	\$100.00	1	Recurring	\$100.00	N
3 Service per Week, Empty Waste Tank	EA	\$1828.00	1	Recurring	\$1828.00	N
Trailer Bundle Configuration Estimated Delivery 03-02-24						
Shower Trailer, Gold, Large (7-8 Stalls) Power Requirements: 2-4 20AMP 110V on separate breaker	EA	\$7000.00	1	Recurring	\$7000.00	Y
Restock Service	EA	\$100.00	1	Recurring	\$100.00	N
3 Service per Week, Empty Waste Tank	EA	\$3290.00	1	Recurring	\$3290.00	N
Permit Fee	EA	\$0.00	1	One-Time	\$0.00	N

EXHIBIT B-1 Compensation (continued)

Other One-Time Charges

Item	Charge Type	Total Charge	Tax
Delivery and Pickup	One-Time	\$2269.50	Y

Subtotal Recurring	\$19,336.00
Tax Recurring	\$997.45
Total Recurring	\$20,333.45
Subtotal One-Time	\$2,269.50
Tax One-Time	\$187.29
Total One-Time	\$2,456.79
Grand Total	\$22,790.24

EXHIBIT B-1 Compensation (continued)

Handwashing Station Billing Rates

Item	Unit	Unit Price	Qty	Charge Type	Total Charge	Tax
Hand Cleaning Bundle Configuration Estimated Delivery 04-16-24						
1 Service 2 Days per Week	EA	\$200.00	3	Recurring	\$600.00	N
2 Station Hand Wash Sink	EA	\$43.00	3	Recurring	\$129.00	Y

Other One-Time Charges

Item	Charge Type	Total Charge	Tax
Delivery and Pickup	One-Time	\$212.00	Y

Subtotal Recurring \$729.00
Tax Recurring \$10.65
Total Recurring \$739.65

Subtotal One-Time \$212.00
Tax One-Time \$17.52
Total One-Time \$229.52

Grand Total \$969.17

EXHIBIT B-1 Compensation (continued)

Temporary Restroom and Shower Trailers Billing Rates

Subtotal Recurring	\$19,336.00
Tax Recurring	\$997.45
Total Recurring	\$20,333.45

Subtotal One-Time	\$2,269.50
Tax One-Time	\$187.29
Total One-Time	\$2,456.79

Handwashing Stations Billing Rates

Subtotal Recurring	\$729.00
Tax Recurring	\$10.65
Total Recurring	\$739.65

Subtotal One-Time	\$212.00
Tax One-Time	\$17.52
Total One-Time	\$229.52

Temporary Restroom/Shower Trailers Monthly Rental Rate:	\$20,333.45
Handwashing Stations Monthly Rental Rate:	\$739.65
Total Recurring Monthly Rental Rate:	\$21,073.10

Temporary Restroom/Shower Trailers One-Time Fee:	\$2,456.79
Handwashing Stations One-Time Fee:	\$229.52
Total One-Time Fee	\$2,686.31

Projected Rental Period: June 1, 2024 to June 30, 2025

Projected NTE: \$255,563.51

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. 2023-213.

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

With a copy to:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376

To Contractor:

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

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: 12-11-2023

Attest:

Adrienne Richardson, City Clerk

Approved as to form:

DocuSigned by:

Bijal Patel

Bijal M. Patel, City Attorney

United Site Services of California, Inc.

By: Jeff Dunlop

Title: Vice President

Date: 20 Sep 23

Federal Employer Tax ID No. 20-0968969

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	

APPROVED AS TO FORM AND LEGALITY


CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2023-213

RESOLUTION (1) MAKING A DETERMINATION THAT UNITED SITE SERVICES OF CALIFORNIA, INC. PROVIDES UNIQUE PRODUCTS AND SERVICES THAT ARE NOT AVAILABLE FROM OTHER SOURCES, THEREFORE COMPLIANCE WITH THE STANDARD PROCUREMENT PROCESS IS NOT IN THE BEST INTEREST OF THE CITY PURSUANT TO TRACY MUNICIPAL CODE SECTION 2.20.180(B)(2) AND (2) APPROVING THE GENERAL SERVICES AGREEMENT WITH UNITED SITE SERVICES OF CALIFORNIA, INC., WITH A NOT-TO-EXCEED AMOUNT OF \$125,000, TO PROVIDE TEMPORARY SHOWERS AND RESTROOM 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 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 the City'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 2.20.180(b)(2), 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. (Consultant) has agreed to 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 2.20.180(b)(2); and be it

FURTHER RESOLVED: That the City Council hereby approves general services agreement with Consultant (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 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 2023-213 was adopted by the Tracy City Council on October 17, 2023, by the following vote:

AYES: COUNCIL MEMBERS: ARRIOLA, BEDOLLA, EVANS, DAVIS, YOUNG
NOES: COUNCIL MEMBERS: NONE
ABSENT: COUNCIL MEMBERS: NONE
ABSTENTION: COUNCIL MEMBERS: NONE


NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:

ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

**APPROVING AMENDMENT NO. 1 TO THE GENERAL SERVICES
AGREEMENT WITH UNITED SITE SERVICES OF CALIFORNIA, INC. AT THE
TEMPORARY EMERGENCY HOUSING FACILITY, CAPITAL IMPROVEMENT
PROJECT 71112, AT 370 WEST ARBOR AVENUE, TO INCREASE THE
ORIGINAL SCOPE OF SERVICE, INCREASE THE TOTAL NOT-TO-EXCEED
AMOUNT TO \$255,563.51, AND EXTEND THE TERM FROM MAY 31, 2024 TO
JUNE 30, 2025**

WHEREAS, the City of Tracy, like many cities across California, is experiencing a shelter crisis for unhoused people; 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 located at 370 West Arbor Avenue, Tracy, CA 95304 (Project Site); 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, on October 17, 2023, City Council authorized United Site Services of California, Inc. to 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 serve the occupants of Phase IV under resolution 2023-213; and

WHEREAS, after entering into the Agreement with Contractor, the opening of the additional dorms under Phase IV-Custom Containers increased the shelter capacity from 48 beds to 86 beds; The increase in clients caused an increase in septic waste from the use of the temporary restrooms and created a need to add handwashing stations throughout the TEHF due to lack of permanent water stations; and

WHEREAS, the Amendment to the General Services Agreement (Agreement) with United Site Services of California, Inc. (Contractor) attached hereto as Attachment 1 is required to extend the term of the Agreement by extending the expiration date of such term from May 31, 2024 to June 30, 2025 to continue providing temporary shower and restrooms facilities to the Phase IV-Custom Containers occupants at the TEHF until the permanent bathrooms are installed in Phase II-Site Improvements; and

WHEREAS, the Amendment will: 1) modify the original scope of work to add an additional service day of waste tank removal from two (2) days per week to three (3) days per week. This will help maintain sanitary conditions by preventing the waste tanks from overflowing due to being too full, and 2) install three handwashing stations and provide (1) service, two (2) days per week due to the opening of Phase IV-Custom Containers has increased the shelter capacity from 48 beds to 86 beds and the increase in shelter clients has created a need to add handwashing stations throughout the TEHF due to, reduce the spread of potential viruses in a vulnerable setting and increase the accessibility to clean water sources, and 3) include the rental and service of the handwashing stations and additional service day of waste tank removal which will increase the monthly service total by the amount of \$3,785.65; and

WHEREAS, Contractor's total compensation under this Amendment shall not exceed \$255,563.51 and will include the amounts as set forth in Exhibits "B" and "B-1". Upon approval of this item, the City will pay the Contractor a fixed amount as set forth in Exhibits "B-1". City shall also pay a one-time "delivery and pickup" charge; and

WHEREAS, The Tracy Homelessness Advisory Committee heard this item on May 14, 2024 and recommended that the City Council adopt this proposed Resolution; and

NOW THEREFORE, be it

RESOLVED: That the City Council for the City of Tracy 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 the City Council for the City of Tracy hereby approves Amendment No. 1 to the General Services Agreement with United Site Services of California, Inc. at the Temporary Emergency Housing Facility, CIP 71112, at 370 West Arbor Avenue, Tracy, CA 95304 attached hereto as Attachment 1, to increase the original scope of service, increase the total not-to-exceed amount to \$255,563.51, and extend the term to June 30, 2025, and authorizes its execution;

The foregoing Resolution 2024-_____ was adopted by the City Council on May 21, 2024, 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

Attachments:

(1) Amendment No. 1 to GSA-United Site Services of California, Inc.

May 14, 2024

Agenda Item 3.C

RECOMMENDATION

Staff recommends that the Tracy Homeless Advisory Committee recommend that City Council adopt a Resolution (1) awarding a construction contract to Bockmon & Woody Electric Company, Inc. of Stockton, California for the 370 and 384 W. Arbor Road Power Supply Project at the Temporary Emergency Housing Facility Project, CIP 71112, in the amount of \$614,275 and (2) authorizing the City Manager to approve construction contract change orders up to the contingency amount of \$61,428, if needed, pursuant to Tracy Municipal Code Section 2.20.090(b).

EXECUTIVE SUMMARY

Staff requests awarding a construction contract to Bockmon & Woody Electric Company, Inc., of Stockton, California, for the 370 and 384 W. Arbor Road Power Supply Project at the Temporary Emergency Housing Facility (TEHF) Project, Capital Improvement Project (CIP) 71112, with a contract price of \$614,275 and a contingency amount of \$61,428. The total budget for this Project, including City overhead costs is \$767,843.75. This amount was previously appropriated by City Council as part of the Capital Improvement Project (CIP) 71112 and is fully funded.

BACKGROUND AND LEGISLATIVE HISTORY

On March 10, 2020, the City Council adopted Resolution No. 2020-050, which declared a shelter crisis pursuant to California Government Code Section 8698.2. For the subsequent two years, the City actively pursued the development and construction of an interim temporary emergency housing shelter on City-owned land located on Arbor Avenue to serve as interim full-service temporary housing solution for the City's unsheltered until the completion of the permanent project improvements.

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

Phase I of the Temporary Emergency Housing Facility Project, consisting of demolition of the existing structures, site and preparation, and underground utilities, began in May 2022. Phase II of the Project, the Site Improvements including the Sprung Structure, were delayed due to funding and delays resulting from the implementation of the interim facilities.

The Phase III Interim Project facility was opened in December of 2022, housing up to 48 individuals in leased modular structures. A permanent power supply was in the proposed Phase II Project construction, but that Phase was postponed due to the costs related to expediting the completion of the interim facility preparation. Portable generators were leased to provide power for the site until equipment for a permanent power supply could be installed.

On July 5, 2023, the City Council authorized the purchase of eight (8) custom container dormitories under Resolution 2023-140, to be installed as part of the Phase IV interim shelter facility improvements. The Phase IV Interim Project facility was opened in December of 2023, providing housing for an additional 38 individuals. Phase III and Phase IV interim housing

facilities are being powered by four (4) portable generators, consisting of two (2) primary generators and two (2) backup generators, required by South San Joaquin County Fire to maintain power to the Fire Alarm Monitoring System. Fuel costs have increased due to the higher demand of the additional facilities and residents, so the installation of permanent power equipment is critical.

In April 2023, staff issued a Notice Inviting Bidders for two permanent power supply construction contracts, separately from the facility site improvements, to expedite the procurement and installation of the electrical equipment that had a thirty-seven (37) week lead time. In May 2023, bids were received from two contractors for each power supply, and one contractor was the low bidder on both contracts. The contract was awarded to the low bidder DV Electric, Inc.] for both projects by Council on July 05, 2023. However, the lowest bidder failed to submit correctly completed construction contract documents as required and was determined to be non-responsive. The City Council rejected all bids and authorized the readvertisement of the work, on January 16, 2024, pursuant to Resolution 2024-004.

Staff prepared the plans, specifications and bid documents for the installation of the power supply equipment and related work and advertised the 370 and 384 W. Arbor Road Power Supply Project, CIP 71112, for competitive bids on March 15, 2024 and March 22, 2024. Bids were received and publicly opened on April 4, 2024, at 3:00 p.m. with the following results:

<u>Contractor</u>	<u>Bid Amount</u>	<u>Federal Forms</u>
American Engineering Contractors, Inc. dba Budget Electric	\$ 573,084.52	No
Bockmon & Woody Electric Company, Inc.	\$ 614,275.00	Yes
Tennyson Electric, Inc.	\$ 669,276.94	No

The TEHF Project has federal grant funding that requires that Bidders submit five (5) federal forms with the bid documents package. The requirement is outlined in detail in the Instructions to Bidders and the Community Development Block Grant Handbooks, included in the bid documents. Two of the three bidders failed to include the five required forms and therefore the bids were deemed non-responsive.

ANALYSIS

The lowest successful bidder, Bockmon & Woody Electric Company, Inc., of Stockton, California, is responsive. Bid analysis also indicates that this responsive bidder is responsible. The bidder has the appropriate contractor's license in active standing with the State of California and has completed similar projects.

The total estimated cost of this project, including the contract amount, a 10% construction contract contingency and 15% for City costs related to staff time, construction inspection, building permits, design support and all soft costs related to the construction contract, if awarded to Bockmon & Woody Electric Company, Inc., is as follows:

Construction Bid	\$ 614,275.00
Construction Contingency (10%)	\$ 61,427.50
City Costs - Construction Management (10%)	\$ 61,427.50
City Costs - Design Support During Construction (5%)	\$ 30,713.75
Total Project Budget	\$ 767,843.75

Tracy Municipal Code Section 2.20.090(b) authorizes the City Manager to authorize change orders up to the contingency amount approved by City Council when awarding the bid. The requested contingency amount for this project is \$61,428, which is 10% of the construction contract amount.

FISCAL IMPACT

The Temporary Emergency Homeless Shelter, CIP 71112, is an approved project in the City's Capital Improvement Plan. The total budget for this Project including City overhead costs is \$767,843.75. As part of the CIP 71112, this amount was previously appropriated by City Council and is fully funded. Sufficient funds are available in the project for the award of the construction contract and related expenses. The current project budget is as follows:

<u>Funding Source</u>	<u>Budget</u>	<u>Expenses</u>	<u>Balance</u>
American Rescue Plan Act - City of Tracy	\$ 4,500,000	\$ 3,541,658	\$ 958,342
San Joaquin County (ARPA) R1	\$ 3,661,113	\$ 3,661,113	\$ -
San Joaquin County (ARPA) R2	\$ 7,167,798	\$ -	\$ 7,167,798
HHAP	\$ 329,240	\$ 329,240	\$ -
HHAP R2	\$ 414,042	\$ 414,042	\$ -
Federal Grant	\$ 3,000,000	\$ -	\$ 3,000,000
CDBG (4 Grants)	\$ 1,185,461	\$ 836,294	\$ 349,167
Housing Asset Funds	\$ 690,000	\$ 101,841	\$ 588,159
Current Budget	\$ 20,947,654	\$ 8,444,735	\$ 12,063,328

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 15269(c) of the CEQA Guidelines.

STRATEGIC PLAN

This agenda item is consistent with the City Council's adopted 2021-2023 Strategic Priorities, Public Safety Strategy Plan, Goal No. 2, Implementation of the Adopted Homelessness Strategic Plan, Item No. 1, to secure capital funding to construct a Temporary Emergency Housing Facility.

ACTION REQUESTED OF THE COMMITTEE

Staff recommends that the Tracy Homeless Advisory Committee recommend that City Council adopt a Resolution (1) awarding a construction contract to Bockmon & Woody Electric Company, Inc. of Stockton, California for the 370 and 384 W. Arbor Road Power Supply Project at the Temporary Emergency Housing Facility Project, CIP 71112, in the amount of \$614,275 and (2) authorizing the City Manager to approve construction contract change orders up to the contingency amount of \$61,428, if needed, pursuant to Tracy Municipal Code Section 2.20.090(b).

Prepared by: Ilene Macintire, PE, Senior Civil Engineer

Reviewed by: Kim Murdaugh, Interim Assistant City Manager

Bijal Patel, City Attorney

Sara Cowell, Director of Finance

Approved by: Midori Lichtwardt, Interim City Manager

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

(1) APPROVING THE AWARD OF A CONSTRUCTION CONTRACT TO BOCKMON & WOODY ELECTRIC COMPANY, INC., OF STOCKTON, CALIFORNIA, FOR INSTALLATION OF THE PERMANENT POWER SUPPLY EQUIPMENT THE 370 AND 384 W. ARBOR ROAD POWER SUPPLY PROJECT AT THE TEMPORARY EMERGENCY HOUSING FACILITY PROJECT, (CAPITAL IMPROVEMENT PROJECT NO. 71112), IN AMOUNT OF \$614,275.00; AND

(2) AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS ON THE CONTRACT WITH CONTRACT TO BOCKMON & WOODY ELECTRIC COMPANY, INC., UP TO THE CONTINGENCY AMOUNT OF \$61,427.50, PURSUANT TO TRACY MUNICIPAL CODE SECTION 2.20.090(B).

WHEREAS, on March 10, 2020, City Council adopted Resolution No. 2020-050, which declared a shelter crisis for unhoused people pursuant to California Government Code Section 8698.2; and

WHEREAS, 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; and

WHEREAS, Phase I of the Project, demolition of the existing structures, site and preparation, and underground utilities began in May of 2022 and was substantially complete by December of 2022; and

WHEREAS, the Phase III Interim Project facility was opened in December of 2022, housing up to 48 individuals in leased modular structures; and

WHEREAS, A permanent power supply was in the proposed Phase II Project construction, but that Phase was postponed due to the costs related to expediting the completion of the interim facility preparation; as a result, portable generators were leased to provide power for the site until equipment for a permanent power supply could be installed; and

WHEREAS, on July 5, 2023, City Council authorized the purchase of eight (8) custom container dormitories under Resolution 2023-140, to be installed as part of the Phase IV interim shelter facility improvements; The Phase IV Interim Project facility was opened in December of 2023, providing housing for an additional 38 individuals; and

WHEREAS, both Phase III and Phase IV interim housing facilities are now being powered by four (4) portable generators, consisting of two (2) primary generators and two (2) backup generators, required by South San Joaquin County Fire to maintain power to the Fire Alarm Monitoring System; Fuel costs have increased due to the higher demand of the additional facilities and residents; and

WHEREAS, in April of 2023, City Engineering staff issued a Notice Inviting Bidders for two permanent power supply construction contracts, separately from the facility site improvements, to expedite the procurement and installation of the electrical equipment that had a thirty-seven (37) week lead time; In May of 2023, bids were received from two contractors for each power supply, and one contractor was the low bidder on both contracts; The contract was awarded to the low bidder for both projects by Council on July 05, 2023; The low bidder failed to submit correctly completed construction contract documents as required, was determined to be non-responsive, and all bids were rejected December of 2023 and City Council authorized the readvertisement of the work, pursuant to Resolution 2024-004; and

WHEREAS, On April 2, 2024, pursuant to Resolution 2024-047, City Council approved an Agreement with Nelco Electric, Inc. for the direct purchase of the power supply equipment, including switchgear and panel boards, for the permanent power supplies to be installed at the TEHF; the procurement of this electrical supply equipment enabled the City to proceed with bidding and awarding a construction contract for its installation; and

WHEREAS, on March 15, 2024, Staff prepared the plans, specifications and bid documents for the installation of the power supply equipment and related work and advertised the 370 and 384 W. Arbor Road Power Supply Project, CIP 71112, for competitive bids from March 15, 2024 until March 22, 2024; Bids were received and publicly opened on April 4, 2024, at 3:00 p.m., and resulted in the following bids:

- (1) American Engineering Contractors, Inc. dba Budget Electric, \$ 573,084.52;
- (2) Tennyson Electric, Inc. \$ 669,276.94
- (3) Bockmon & Woody Electric Company, Inc. \$ 614,275.00; and

WHEREAS, American Engineering Contractors, Inc. dba Budget Electric was the lowest bidder but deemed not responsive for failing to fulfill all the bid requirements, in particular, the completion of five forms required by Federal-funding rules; only Bockmon & Woody Electric Company, Inc. complied with all bid requirements and was determined to be the lowest responsible bidder; and

WHEREAS, the estimated total budget for this project is \$ 767,843.75, including the contract price for Bockmon & Woody Electric Company, Inc., the contingency amount of \$61,427.50, and additional estimated City overhead, construction management, and design support costs of \$92,141.25; and

WHEREAS, the total project cost amount has been previously appropriated and fully funded pursuant to City Council's approval of the Temporary Emergency Housing Facility, CIP 71112, which is an approved project in the City's Capital Improvement Plan; sufficient funds are available in the CIP for the purchase of the structure, and the current project budget; and

WHEREAS, the Tracy Homelessness Advisory Committee heard this item on May 14, 2024 and recommended that the City Council adopt the proposed Resolution; and

NOW THEREFORE, be it

RESOLVED: That the City Council for the City of Tracy hereby finds the actions approved by this resolution exempt from California Environmental Quality Act (CEQA) pursuant to Government Code Section 8698.4 as provided for homeless shelters; and be it further

RESOLVED: That the City Council hereby awards a construction contract to Bockmon & Woody Electric Company, Inc., of Stockton, California for the installation of permanent power supply equipment at 370 and 384 W. Arbor Road Power Supply Project at the Temporary Emergency Housing Facility (TEHF) Project, CIP 71112, with a contract price of \$614,275.00, Ten Percent Contingency Amount of \$61,427.50; and be it further

RESOLVED: That the City Council hereby authorizes the City Manager to approve change orders up to the contingency amount of \$61,427.50, if needed, pursuant to Tracy Municipal Code Section 2.20.090(b).

* * * * *

The foregoing Resolution 2024-_____ was adopted by the City Council on May 21, 2024, by the following vote:

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

N

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California