



# City of Stockton

City Council/Successor  
Agency of the  
Redevelopment  
Agency/Public Financing  
Authority/Parking Authority  
Concurrent Agenda

## Meeting Agenda - Final City Council/Successor Agency to the Redevelopment Agency/Public Financing Authority/Parking Authority Concurrent

*Kevin J. Lincoln II (At Large) Mayor/Chair*  
*Christina Fugazi (District 5) Vice Mayor/Vice Chair*  
*Sol Jobrack (District 1)*  
*Daniel R. Wright (District 2)*  
*Paul Canepa (District 3)*  
*Susan Lenz (District 4)*  
*Kimberly Warmley (District 6)*

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Tuesday, June 21, 2022

4:00 PM

Council Chamber, City Hall, 425 N. El Dorado  
Street, Stockton CA

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**Closed Session 4:00 PM :: Regular Session 5:30 PM**

1. **CLOSED SESSION CALL TO ORDER/ROLL CALL**
2. **ADDITIONS TO CLOSED SESSION AGENDA**
3. **ANNOUNCEMENT OF CLOSED SESSION**
- 3.1 [22-0598](#) **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

Number of Cases: Two

Name of Case: Senior Animal Services Officer Jeremy  
Crickenberger (Workers' Compensation Appeals  
Board Case No. ADJ11206247)

Name of Case: Kurt Wilson v. City Council of Stockton, et al. (San  
Joaquin County Superior Court Case No.  
STK-CV-UVM-2019-12404)

This Closed Session is authorized pursuant to section 54956.9(a)  
of the Government Code.

Department: City Attorney

- 3.2 [22-0599](#) **CONFERENCE WITH LABOR NEGOTIATOR**

**Recommended Action:**

Agency Designated Representative: City Manager Harry Black

Employee Organizations: Unrepresented Units, Stockton City Employees' Association, Operating Engineer's Local 3, Mid-Management/Supervisory Level Unit, Unrepresented Management/Confidential, Law Department, Stockton Police Management Association, Stockton Firefighters Local 456 International Association of Firefighters, Stockton Fire Management, Stockton Police Officers' Association (SPOA)

This Closed Session is authorized pursuant to section 54957.6(a) of the Government Code.

**Department:**

City Attorney

**3.3     [22-0600](#)     PUBLIC EMPLOYEE PERFORMANCE EVALUATION:**

**Recommended Action:**

City Manager

This Closed Session is authorized pursuant to Government Code section 54957.

**Department:**

City Attorney

**3.4     [22-0601](#)     PUBLIC EMPLOYEE PERFORMANCE EVALUATION:**

**Recommended Action:**

City Attorney

This Closed Session is authorized pursuant to Government Code section 54957.

**Department:**

City Attorney

**3.5     [22-0602](#)     PUBLIC EMPLOYEE PERFORMANCE EVALUATION:**

**Recommended Action:**

City Clerk

This Closed Session is authorized pursuant to Government Code section 54957.

**Department:**

City Attorney

**3.6     [22-0603](#)     CONFERENCE WITH LEGAL COUNSEL - POTENTIAL LITIGATION**

Number of Cases: One

Based on existing facts and circumstances, there is significant exposure to litigation pursuant to Government Code section 54956.9(b).

**Department:**

City Attorney

**4.     CLOSED SESSION PUBLIC COMMENT\***



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5. RECESS TO CLOSED SESSION
  6. REGULAR SESSION CALL TO ORDER/ROLL CALL
  7. INVOCATION/PLEDGE TO FLAG
  8. REPORT OF ACTION TAKEN IN CLOSED SESSION
  9. ADDITIONS TO REGULAR SESSION AGENDA\*\*\*
  10. RECOGNITIONS, ANNOUNCEMENTS, OR REPORTS
  11. PUBLIC COMMENTS\* – MATTERS NOT ON THE AGENDA
  12. CONSENT AGENDA
  - 12.1 [22-0555](#) ACCEPT A GIFT OF A PUBLIC ART TO BE INSTALLED ON THE  
TRAINING WALL OF FIRE DEPARTMENT STATION 3  
  

Recommended Action: RECOMMENDATION

It is recommended that the City Council adopt a motion approving the Stockton Arts Commission (SAC) recommendation to accept a gift of public art to be installed at Fire Department Station 3. It is also recommended that the City Manager, or designee, be authorized to take appropriate and necessary actions to carry out the purpose and intention of this motion, including execution of the associated memorandum of understanding.

Department: Community Services

Attachments: [Attachment A - Fire Station 3 - Adopt our City MOU](#)  
[Attachment B - Fire Station 3 Mural Design](#)  
[Attachment C - SAC Mtg Minutes - 5-2-22 Firestation 3](#)
  - 12.2 [22-0582](#) ADOPT A RESOLUTION AUTHORIZING THE CITY OF STOCKTON  
AND VISIONARY HOME BUILDERS OF CA TO SUBMIT A REVISED  
JOINT APPLICATION FOR GRANT FUNDING UNDER PROJECT  
HOMEKEY FOR THE ACQUISITION, REHABILITATION, AND  
MANAGEMENT OF THE FLORA PROJECT

**Recommended Action:**

**RECOMMENDATION**

It is recommended that the City Council adopt a resolution to:

1. Approve and authorize the submission of a revised joint application, submitted by the City of Stockton, in collaboration with Visionary Home Builders of CA (Co-Applicant), to the California Department of Housing and Community Development (HCD), to apply for up to \$5 million of Project Homekey grant funding for the acquisition, rehabilitation, and operation of the Flora domestic violence project for homeless individuals and families located in Stockton.

2. Approve and authorize Applicant and Co-Applicant to enter, if the application is approved, execute and deliver a Standard Agreement in a total amount not to exceed \$5 million with the State; and a Grant Agreement with the City in an amount up to \$2 million; and all other documents required or deemed necessary or appropriate to secure the Homekey funds from HCD and to participate in the Homekey Program plus all amendments thereto (collectively, the "Homekey Documents").

3. Acknowledge and agree that the City shall be subject to the terms and conditions specified in the HCD Standard Agreement, and that the NOFA and Application will be incorporated in the Standard Agreement by reference and made a part thereof. Any and all activities, expenditures, information, and timelines represented in the Application are enforceable through the Standard Agreement. Funds are to be used for the allowable expenditures and activities identified in the Standard Agreement.

4. Approve and authorize the City Manager, or designee, to allocate \$2 million of the City's HHAP Round 2 funding for the required funding match to meet the Homekey program guidelines upon award from the State.

5. Approve and authorize the City Manager to execute the Application and all necessary Homekey Documents on behalf of Co-Applicant for participation in the Homekey Program.

6. Approve and authorize revenue and expenditure budget appropriations in the amount of the award from the State and match from the City if grant funds from the State are awarded.

7. It is further recommended that the City Manager or designee, be authorized to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

**Department:** Economic Development

**Attachments:** [Proposed Resolution - Project Homekey](#)

**12.3**     [22-0585](#)

**ADOPT A RESOLUTION TO APPLY FOR, ACCEPT, AND  
APPROPRIATE GRANT FUNDING FROM THE STATE OF  
CALIFORNIA - HOMELESS COORDINATING AND FINANCING  
COUNCIL (HCFC), BUSINESS, CONSUMER SERVICES AND**

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**HOUSING AGENCY (BCSH) FOR ROUND THREE OF THE  
HOMELESS HOUSING, ASSISTANCE AND PREVENTION (HHAP)  
GRANT PROGRAM**

**Recommended Action:** RECOMMENDATION

It is recommended that the City Council adopt a resolution to:

1. Authorize staff to apply for, accept and appropriate Round 3 of the Homeless Housing, Assistance and Prevention Grant (HHAP 3) grant funds;
2. Approve the City of Stockton Homeless Action Plan;
3. Authorize the City Manager, or designee, to enter a Standard Agreement for HHAP 3 funds with all its exhibits or other necessary documents consistent with the resolution; and,
4. Authorize the City Manager, or designee, to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

**Department:** Economic Development

**Attachments:** [Attachment A - 2022-02-08-1203](#)

[Proposed Resolution - HHAP3](#)

[Exhibit 1 - Stockton Homeless Action Plan](#)

**12.4** [22-0513](#)

**APPROVE MOTION TO INCREASE EXPENDITURE AUTHORITY  
FOR RADIO COMMUNICATIONS SYSTEM FOR ONE ADDITIONAL  
YEAR OF MAINTENANCE, REPAIRS AND SUPPORT OF THE  
CURRENT PUBLIC SAFETY RADIO SYSTEM WITH DELTA  
WIRELESS, INC.**

**Recommended Action:** RECOMMENDATION

It is recommended that the City Council approve a motion to:

1. Authorize the City Manager to spend a total estimated amount of \$607,301 beginning July 1, 2022 through June 30, 2023 for public safety radio and infrastructure maintenance fees, non-covered repairs, and support services to Delta Wireless for the City's radio communication system;
2. Approve findings under Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bid process; and
3. Authorize the City Manager to take necessary and appropriate actions to carry out the purpose and the intent of this motion.

**Department:** Information Technology

**Attachments:**    [Attachment A - Delta Contract for Fire Adtran Maintenance](#)  
[Attachment B - Delta Contract for Radio Maintenance](#)  
[Attachment C - Delta Contract Radio Maintenance Amend](#)  
[Attachment D - Delta Wireless Certification Letter](#)  
[Attachment E - Delta Wireless Quotes](#)

**12.5    [22-0491](#)    AWARD A CONSTRUCTION CONTRACT TO SORACCO INC. FOR  
ON-CALL UTILITY REPAIR SERVICES FOR CITYWIDE  
WASTEWATER COLLECTION SYSTEMS**

**Recommended Action:**    RECOMMENDATION

It is recommended that the City Council adopt a resolution:

1. Awarding a three (3) year construction contract to Soracco, Inc. of Lodi, CA for On-Call Utility Repair Services, Project No. PUR 22-007, for citywide wastewater collection systems not to exceed \$6,300,000.
2. Authorizing the City Manager the option to execute two (2) additional one (1) year contract extensions with an annual amount not-to-exceed \$2,100,000.

It is further recommended that the City Manager be authorized to take all necessary and appropriate actions to carry out the purpose and intent of this resolution.

**Department:**    Municipal Utilities  
**Attachments:**    [Proposed Resolution](#)  
[Exhibit 1 - Contract](#)

**12.6    [22-0415](#)    ADOPT RESOLUTION TO AUTHORIZE THE STREETLIGHT  
KNOCKDOWN REPAIRS PHASE 6 PROJECT**

**Recommended Action:**

**RECOMMENDATION**

It is recommended that the City Council adopt a resolution to:

1. Approve the Notice of Exemption No. NOE8-22 under the California Environmental Quality Act for the Streetlight Knockdown Repairs Phase 6, Project No. OM-22-028.
2. Approve the plans and specifications for the Streetlight Knockdown Repairs Phase 6, Project No. OM-22-028.
3. Award a Construction Contract in the amount of \$139,195 to St. Francis Electric, LLC of San Leandro, CA, for the Streetlight Knockdown Repairs Phase 6, Project No. OM-22-028.

It is also recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

**Department:** Public Works

**Attachments:** [Attachment A - Vicinity Map](#)  
[Proposed Resolution](#)  
[Exhibit 1 - Notice of Exemption](#)  
[Exhibit 2 - Construction Contract](#)

**12.7**     [22-0614](#)

**RESOLUTION TO AUTHORIZE AN APPLICATION FOR A \$24.2M  
ROUND 4 TRANSFORMATIVE CLIMATE COMMUNITIES  
IMPLEMENTATION GRANT**

**Recommended Action:**

**RECOMMENDATION**

It is recommended that the City Council approve a resolution to:

1. Authorize the City Manager to apply for a Round 4 Transformative Climate Communities Implementation Grant in the amount of \$24,165,510 and execute all related documents;
2. Approve the use of the McKinley Park Renovation project funds to satisfy the leveraging requirement of the grant.

It is also recommended that the City Manager, or designee, be authorized to take appropriate and necessary actions to carry out the purpose and intent of the resolution.

**Department:** City Manager

**Attachments:** [Attachment A - Project Area Map](#)  
[Attachment B - Stockton Rising Report](#)  
[Proposed Resolution](#)

**13. ADMINISTRATIVE MATTERS**

**14. UNFINISHED BUSINESS**

**15. NEW BUSINESS**

**16. HEARINGS\*\***

- 16.1 [22-0577](#) PUBLIC HEARING TO ADOPT THE FISCAL YEAR 2022-23 ANNUAL BUDGET; APPROVE THE 2022-2027 CAPITAL IMPROVEMENT PLAN; APPROVE THE FY 2022-23 FEE SCHEDULE; APPROVE THE FY 2022-23 CALIFORNIA CONSTITUTIONAL APPROPRIATIONS LIMIT; ADOPT THE FY 2022-23 ANNUAL BUDGET FOR THE PARKING AUTHORITY OF THE CITY OF STOCKTON; ADOPT THE FY 2022-23 ANNUAL BUDGET FOR THE SUCCESSOR AGENCY TO THE FORMER STOCKTON REDEVELOPMENT AGENCY**

**Recommended Action:**

**RECOMMENDATION**

It is recommended that the City Council approve a resolution to:

1. Adopt the Fiscal Year (FY) 2022-23 Annual Budget, the 2022-2027 Capital Improvement Plan, and the FY 2022-23 Fee Schedule,
2. Adopt the FY 2022-23 California Constitutional (Gann) Appropriations Limit,
3. Approve other administrative and financial actions.

And it is recommended that the Parking Authority of the City of Stockton (Parking Authority) approve a resolution to:

1. Adopt the FY 2022-23 Annual Budget for the Parking Authority (Exhibit 1 to the Parking Authority resolution).

And it is recommended that the Successor Agency to the former Stockton Redevelopment Agency (Successor Agency) approve a resolution to:

1. Adopt the FY 2022-23 Annual Budget for the Successor Agency to the former Stockton Redevelopment Agency (Exhibit 1 to the Successor Agency resolution).

It is further recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of the resolutions.

**Department:**

Administrative Services

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**Attachments:**    [Proposed Resolution City - FY 2022-23 Budget](#)  
                              [Exhibit 1 - City Resolution Fee Schedule](#)  
                              [Proposed Resolution Parking Authority - FY 2022-23 Budget](#)  
                              [Exhibit 1 - Parking Authority Proposed Budget](#)  
                              [Proposed Resolution Successor Agency - FY 2022-23 Budget](#)  
                              [Exhibit 1 - Successor Agency Proposed Budget](#)  
                              [16.1 - PPT - FY 2022-23 Annual Budget](#)

**17.     CITY MANAGER'S UPDATE**

**18.     COUNCIL COMMENTS**

**19.     ADJOURNMENT**

**CERTIFICATE OF POSTING**

**I declare, under penalty of perjury, that I am employed by the City of Stockton and that I  
caused this agenda to be posted in the City Hall notice case on June 15, 2022, in  
compliance with the Brown Act.**

**Eliza R. Garza, CMC  
City Clerk**

**By: \_\_\_\_\_**

**Deputy**

*\*Citizens may comment on any subject within the jurisdiction of the City Council/Successor Agency to the Redevelopment Agency/Public Finance Authority/Parking Authority, including items on the Agenda. Each speaker is limited to three minutes. Speakers must submit "Request to Speak" cards to the City Clerk, and be prepared to speak when called. No speaker cards will be received after the close of the Citizen's Comments portion of the meeting.*

*\*\*Speakers should hold comments on items listed as a Hearing until the Hearing is opened. If a large number of people desire to speak at a Hearing, the Mayor/Chair may reduce the amount of time allocated to each speaker to three (3) minutes.*

*\*\*\*Additions to the Agenda - Government Code Section 54954.2(b)(2), allows members of the City Council present at the meeting to take immediate action, with either a two-thirds or unanimous vote, to place an item on the agenda that action must be taken and that the item came to the attention of the City subsequent to the agenda being posted.*

*All proceedings before this meeting body are conducted in English. The City of Stockton does not furnish language interpreters and, if one is needed, it shall be the responsibility of the person needing one.*

*In accordance with the Americans With Disabilities Act and California Law, it is the policy of the City of Stockton to offer its public programs, services and meetings in a manner that is readily accessible to everyone, including those with disabilities. If you are disabled and require a copy of a public hearing notice, or an agenda and/or agenda packet in an appropriate alternative format; or if you require other accommodation, please contact the Office of the City Clerk located at 425 North El Dorado Street, Stockton, California 95202 during normal business hours or by calling (209) 937-8459, at least 5 days in advance of the hearing/meeting. Advance notification within this guideline will enable the City/Agency to make reasonable arrangements to ensure accessibility.*

*Materials related to an item on this agenda submitted to City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 425 North El Dorado Street, Stockton, California 95202, during normal business hours. Such documents are also available on the City's website at [www.stocktongov.com](http://www.stocktongov.com) subject to staff's ability to post the documents before the meeting.*

*CHALLENGING CITY DECISIONS: The time limit within which to commence any lawsuit or legal challenge to any quasi-judicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-judicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Stockton, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.*





# City of Stockton

## Legislation Text

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**File #: 22-0555, Version: 1**

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### **ACCEPT A GIFT OF A PUBLIC ART TO BE INSTALLED ON THE TRAINING WALL OF FIRE DEPARTMENT STATION 3**

#### RECOMMENDATION

It is recommended that the City Council adopt a motion approving the Stockton Arts Commission (SAC) recommendation to accept a gift of public art to be installed at Fire Department Station 3. It is also recommended that the City Manager, or designee, be authorized to take appropriate and necessary actions to carry out the purpose and intention of this motion, including execution of the associated memorandum of understanding.

#### Summary

The Stockton Fire Foundation (SFF) would like to donate a mural of Fire Station 3's nickname and logo for the training tower located at 1116 East First Street. The project will be fully funded and maintained by the SFF through donations and pursuant to a Memorandum of Understanding which is included at Attachment A. The mural's rendering, a copy of which is included at Attachment B, was created and will be painted by Stockton native Tommy Wonder. The Stockton Arts Commission reviewed the project and recommended it for City Council approval at its May 2, 2022, meeting in accordance with Stockton Municipal Code 2.94.070 (F), the minutes of which are included at Attachment C.

#### DISCUSSION

##### Background

Each of the 12 firehouses in the City of Stockton has a nickname and logo. Fire Station 3 is known as "The Snake Pit." The nickname originated when the firehouse was built on a large empty lot and snakes were continuously being found in the backyard of the firehouse. Fire Station 3's training tower was built by firefighters with repurposed parts from the old training tower at Fire Station 2, many years ago. This has given Station 3's training tower additional sentimental value to firefighters. It's also a valuable visible location for those in the area - easily able to identify the firehouse for community members when used as a mural backdrop.

Fire Station 3's previous snake mural was a source of great pride for firefighters and an identity for the community. Often referred to as, "the firehouse with the snake," citizens in Company 3's district knew exactly where the firehouse was located and recognized emergency personnel. Unfortunately, the snake was painted over in 2012 and, with it, a great deal of pride for the fire station and the neighborhood. To this day, firefighters are still asked by citizens about the snake, and they often express their sadness that it is gone.

The SFF was created in 2018 by dedicated citizens to demonstrate community appreciation for firefighters and foster awareness of their valuable services. The SFF is an independent 501(c)3 organization committed to supporting and partnering with Stockton firefighters, their programs and community activities. The SFF provides supplemental financial support for equipment, supplies, training, and technology, as well as community outreach and education.

Section 2.94.200 of the Stockton Municipal Code identifies reviewing offers of public art as one of the responsibilities of the Stockton Art Commission. The Commission is tasked with the responsibility to review all gifts of public art and make recommendations to City Council regarding potential art projects on City buildings and property. The City Council has sole authority to approve art on any City owned building or property.

### Present Situation

Three artists were initially considered for this project via an online review process. It was important for firefighters to have a local artist, as a representative of the community, do the mural. Ultimately, fire personnel selected Tommy Wonder, an area native who specializes in large scale, outdoor murals. A graduate of Lincoln High School, Tommy Wonder has been working as an artist for over 20 years. His work can be seen in the greater Los Angeles area, New Mexico, and Joshua Tree.

The mural design is a modernized tribute to Station 3's original snake mural. It was also important that the header of the mural include (1) the title of the fire station as a reference for the community, (2) the station's nickname for pride in the Fire Department, and (3) the year the fire station was established and a reflection of over 65 years serving South Stockton residents.

On May 2, 2022, the Fire Department, in coordination with Community Services, presented the Fire Station 3 Mural Project to the Stockton Arts Commission. The Commission adopted a recommendation to the City Council to approve the mural design by local artist Tommy Wonder.

### FINANCIAL SUMMARY

The Station 3 mural project will be fully funded through donations made to the Stockton Fire Foundation. There is no direct financial impact to the City.

Attachment A - Adopt-a-City MOU and Waiver, Release and Assumption of Risk Agreement

Attachment B - Station 3 mural design

Attachment C - SAC Meeting Minutes with SAC Approval of Fire Station 3 Mural Design

City of Stockton's Adopt-Our-City Program  
**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (M.O.U.) is made by and between the City of Stockton (CITY) and Stockton Fire Foundation \_\_\_\_\_ (INDIVIDUAL/ORGANIZATION) for the following programs: (check all that apply)

Adopt-A:     Park \_\_\_\_\_ Bicycle Trail \_\_\_\_\_ Block \_\_\_\_\_ Other   X   \_\_\_\_\_

The specific terms of this M.O.U. pertain to the services provided by INDIVIDUAL/ORGANIZATION at adopted site entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, and will continue in force for a of \_\_\_\_\_ period or until canceled by either party.

**I. Hours, Dates, and Service Description**

Adopted site: Training Tower at Fire Station 3

Date(s): June 21, 2022 - Life of the mural

**Service Description:**

Preparation, installation and ongoing maintenance (including graffiti removal) of mural to be installed at the training tower at Fire Station 3\*

Installation shall be coordinated with City staff from Fire Station 3. The City reserves the right to remove or paint over the mural at any time if the City determines that the mural is not being properly maintained.

*NOTE: All activities permitted by this MOU must conform with park rules and current water restrictions.*

INDIVIDUAL/ORGANIZATION may provide graffiti removal services by cleaning or painting all surfaces as necessary. CITY will furnish all paint to perform graffiti removal;

INDIVIDUAL/ORGANIZATION to provide all other materials such as brushes, rollers and drop cloths for painting.

It is the responsibility of INDIVIDUAL/ORGANIZATION to provide the supplies necessary to pick up litter as outlined in this M.O.U. Service Description above.

INDIVIDUAL/ORGANIZATION is not allowed to use heavy equipment or power tools such as chain saws or tractors in performing services outlined in this M.O.U.

**II. Recycling**

The CITY would like to promote the recycling efforts of participating INDIVIDUAL/ORGANIZATIONS. INDIVIDUAL/ORGANIZATIONS who adopt sites are encouraged to recycle aluminum, glass, and paper products collected during litter pickup. Any funds received from recycling will belong to the INDIVIDUAL/ORGANIZATION.

**III. Supervisory Personnel**

INDIVIDUAL, or ORGANIZATION, shall provide the Public Works Department with the name of a responsible individual. This person shall be responsible for being present on the litter pickup days or for appointing substitute supervision. The supervisory person shall be affiliated with ORGANIZATION and be a responsible adult over the age of 21.

**IV. Indemnification**

The CITY shall not be liable at any time for loss, damages, or injury to the person or property of any person at any time, occasioned by or arising out of any act or omission of INDIVIDUAL/ORGANIZATION, except that caused by the sole negligent act or omission of the CITY.

INDIVIDUAL/ORGANIZATION shall indemnify and hold harmless CITY, its officers, agents and employees, from and against any and all claims, demands, loss, or liability of any kind or nature which CITY, its officers, agents, and employees may sustain or incur or which may be imposed upon them or any of them for injury to, or death of, persons, or damage to property arising out of or in any manner connected with the negligence or lack of care of INDIVIDUAL/ORGANIZATION, its officers, agents, employees, or members through participation in the Adopt-Our-City Program. INDIVIDUAL/ORGANIZATION's staff and volunteers are not eligible to receive and are not covered by Worker's Compensation from the CITY through their participation in the Adopt-Our-City Program.

**V. Non-Performance of Services**

Failure to perform the obligations as set forth in this M.O.U. in a satisfactory manner may result in the INDIVIDUAL/ORGANIZATION not being allowed to participate in future Adopt-Our-City Programs.

**VI. Cancellation**

This M.O.U. will remain in effect as stipulated above or unless terminated by either party by giving thirty (30) days written notice to either party to so terminate.

<u>Stockton Fire Foundation</u>	<u>Johnny E. Sola Sr</u>
Name of Individual or Organization	Contact Person (Please print)
<u>Johnny E. Sola Sr</u>	<u>5-28-22</u>
Signature of Individual/Organization Representative	Date
<u>400 E Main St. , 4th floor FIRE Stockton, CA 95202</u>	<u>209-937-8657</u>
Address/Zip	Phone No.

APPROVED BY:

\_\_\_\_\_  
Department Director\_\_\_\_\_  
Date

Distribute copies to:      Individual/Organization      Department Files

Please return completed forms to:  
Adopt-Our-City Program  
1465 So. Lincoln Street  
Stockton, CA 95206

## Station 3 Mural Design



**Minutes  
Stockton Arts Commission Meeting  
May 2, 2022, 5:30 p.m.  
Council Chamber, City Hall  
425 N. El Dorado Street, Stockton, CA 95202**

**1. CALL TO ORDER / ROLL CALL AT 5:30 p.m.**

Present: Evai Dellafosse, Maximilian Cao, Justin Grant and Anuit AlBahar

Absent: Desiree Orque and Lourdes Jaurigue-King

**2. CITIZEN COMMENTS, PRESENTATIONS, ANNOUNCEMENTS, OR INVITATIONS**

**Presentations:**

- Stockton Fire Department Public Art Presentation

**3. APPROVAL OF MINUTES**

3.01 Approve the minutes from the SAC Regular Meeting on March 7, 2022

Moved by: Justin Grant, seconded by: Maximilian Cao

Vote: Motion passed. Yes - 4, No - 0, and Absent - 2

Yes: Evai Dellafosse, Max Cao, Justin Grant and Anuit AlBahar

Absent: Desiree Orque and Lourdes Jaurigue-King

**4. ITEM FOR REVIEW / DISCUSSION / UPDATES**

4.01 Review and Discuss Grants Scoring Rubrics

The Commissioners will meet Thursday, the 5<sup>th</sup> of May to review, discuss and start the scoring process for the Grants

**5. NEW BUSINESS**

5.01 Selected Artist for Victory Park Project

Moved by: Maximilian Cao, seconded by: Anuit AlBahar

Vote: Motion passed. Yes - 4, No - 0, Absent – 2

Yes: Evai Dellafosse, Maximilian Cao, Justin Grant and Anuit AlBahar

Absent: Desiree Orque and Lourdes Jaurigue-King

**5.02 Stockton Fire Station #3 Mural Project**

Moved by: Justin Grant, seconded by: Maximilian Cao

Vote: Motion passed. Yes - 4, No - 0, Absent – 2

Yes: Evai Dellafosse, Maximilian Cao, Justin Grant and Anuit AlBahar

Absent: Desiree Orque and Lourdes Jaurigue-King

## 6. **DIRECTOR/STAFF REPORT**

City Staff, Trevor Wilson provided the following report/update for the Director:

- Dentoni Park Basketball Mural Project – Commissioner Dellafosse inquired about the amount of the mural. City Staff Trevor Wilson said \$10,000 budget from Council Funds.
- Flavor Fest/Collide Update – May 14<sup>th</sup> and May 15<sup>th</sup>, 2022.
- Victory Park Art Project Update – The motion has passed on May 2, 2022, to proceed with the 1<sup>st</sup> place winner.
- SAC 2022 Grants – Commissioners will meet to review and rate applications.
- Tama Brisbane – Will have a presentation at our June SAC meeting.
- Community Development Block Grant (CDBG) – checks have been mailed.

## 7. **FINANCIAL REPORT**

### 7.01 SAC Financial And Discretionary Fund Report

Staff reported no changes on the Public Art and Discretionary balances.

## 8. **STANDING COMMITTEE REPORTS**

### 8.01 Governance

Chair Dellafosse and Vice-Chair Cao met with City Staff to review the agenda.

### 8.02 Advocacy and Resources

Vice-Chair Cao attended the Asian Chamber of Commerce, Chair Dellafosse and City Staff Trevor Wilson attended the Rotary Club and presented the SAC annual report, Vice-Chair Cao asked that all Commissioners have access to our Facebook and Instagram sites, and will work with Connie Cochran.

### 8.03 Funding

Will be meeting this week.

### 8.04 Public Art

The next phase for Commissioners is to recommend new art projects.

## 9. **ADJOURNMENT**

The meeting was adjourned at 6:14 p.m.

The next meeting of the Stockton Arts Commission is scheduled for Monday, June 6, 2022, at 5:30 p.m. at City Hall, Council Chamber, 2nd floor, 425 N. El Dorado Street, Stockton, CA 95202.





# City of Stockton

## Legislation Text

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**File #: 22-0582, Version: 1**

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**ADOPT A RESOLUTION AUTHORIZING THE CITY OF STOCKTON AND VISIONARY HOME BUILDERS OF CA TO SUBMIT A REVISED JOINT APPLICATION FOR GRANT FUNDING UNDER PROJECT HOMEKEY FOR THE ACQUISITION, REHABILITATION, AND MANAGEMENT OF THE FLORA PROJECT**

**RECOMMENDATION**

It is recommended that the City Council adopt a resolution to:

1. Approve and authorize the submission of a revised joint application, submitted by the City of Stockton, in collaboration with Visionary Home Builders of CA (Co-Applicant), to the California Department of Housing and Community Development (HCD), to apply for up to \$5 million of Project Homekey grant funding for the acquisition, rehabilitation, and operation of the Flora domestic violence project for homeless individuals and families located in Stockton.
2. Approve and authorize Applicant and Co-Applicant to enter, if the application is approved, execute and deliver a Standard Agreement in a total amount not to exceed \$5 million with the State; and a Grant Agreement with the City in an amount up to \$2 million; and all other documents required or deemed necessary or appropriate to secure the Homekey funds from HCD and to participate in the Homekey Program plus all amendments thereto (collectively, the "Homekey Documents").
3. Acknowledge and agree that the City shall be subject to the terms and conditions specified in the HCD Standard Agreement, and that the NOFA and Application will be incorporated in the Standard Agreement by reference and made a part thereof. Any and all activities, expenditures, information, and timelines represented in the Application are enforceable through the Standard Agreement. Funds are to be used for the allowable expenditures and activities identified in the Standard Agreement.
4. Approve and authorize the City Manager, or designee, to allocate \$2 million of the City's HHAP Round 2 funding for the required funding match to meet the Homekey program guidelines upon award from the State.
5. Approve and authorize the City Manager to execute the Application and all necessary Homekey Documents on behalf of Co-Applicant for participation in the Homekey Program.
6. Approve and authorize revenue and expenditure budget appropriations in the amount of the award from the State and match from the City if grant funds from the State are awarded.
7. It is further recommended that the City Manager or designee, be authorized to take appropriate and necessary actions to carry out the purpose and intent of this resolution.



## Summary

On September 9, 2021, HCD announced the availability of \$1.45 billion for the Homekey Program (Homekey) grant funding through its Round 2 Notice of Funding Availability (NOFA). Program funds are made available to purchase and rehabilitate housing and convert them into interim, permanent, or long-term housing. The priority application deadline for Homekey funds was January 31, 2022, which Visionary Homebuilders and the City met. Applications received before the priority deadline will be entitled to an additional \$10,000 in assistance per door.

The Co-Applicant (Visionary Home Builders) has acquired a vacant 15-unit apartment complex called the Flora Development, a proposed supportive housing project. At full capacity, this project will house 14 households plus one resident manager. The project envisions a layered approach to delivering critical services that will keep individuals housed. To accomplish this, the Co-Applicant will partner with the Women's Center Youth and Family Services agency (WCYFS) to provide case management services to the residents. WCYFS has a long history of providing a safe haven for healing for some of the most vulnerable populations in Stockton. The Visionary Home Builders will be responsible for providing property management of the site. In compliance with state confidentiality laws, the address of the Flora domestic violence project will remain private to help ensure the victims' safety.

Council approved the submittal of the joint Homekey application to meet the January 31, 2022, priority deadline on December 14, 2021, at that time Visionary was requesting approximately \$3.713 million of Project Homekey capital funding. After an initial review of the joint application, HCD staff recommended that the applicant and co-applicant apply for an increase not to exceed a maximum of \$5 million of Project Homekey capital funding.

## DISCUSSION

### Background

On September 9, 2021, HCD issued a NOFA for local public entities within California to purchase and rehabilitate housing, including hotels, motels, vacant apartment buildings, and other buildings to convert them into interim or permanent, long-term housing. Of the \$1.45 billion in Homekey grant funds, \$1.2 billion is derived from the Coronavirus State Fiscal Recovery Fund (CSFRF) established by the federal American Rescue Plan Act of 2021 (ARPA) and \$250 million in State General Funds. Applications were accepted on a continuous, over-the-counter basis through May 2, 2022, or until available funds were exhausted. The priority application deadline was January 31, 2022, applications received by the priority deadline are entitled, if approved, to bonus funding of \$10,000 per door.

The Program's primary objective is to provide housing for individuals and families experiencing homelessness or at risk of experiencing homelessness and who are impacted by the COVID-19 pandemic. Capital funds must be expended within eight months of the award date and operating funds expended no later than June 30, 2026.

### Present Situation

The Co-Applicant has executed a Purchase and Sales Agreement for the acquisition of a 15-unit

multifamily apartment complex known as Flora, which will operate as a supportive housing project targeting homeless individuals and families that are victims of domestic violence and/or sex traffickers. In compliance with state confidentiality laws, the address of the Flora domestic violence project will remain private to help ensure the victims' safety.

The site has thirteen (13) one-bedroom units and two (2) two-bedroom units. At full capacity, the project will house 14 households with one unit reserved for an onsite property manager. The building's square footage totals approximately 9,950 square feet. Individual unit is 650 sq. ft. for the one-bedroom and 750 sq. ft. for the two-bedroom. There is an on-site parking garage with 13 parking spaces, and additional on-street parking available along the adjacent streets.

Total development costs are projected at \$476,666 per unit, amounting to a total development cost of \$7.15 million, of which \$333,333 per unit is anticipated from Project Homekey; and the program required match from the city of \$2 million or \$133,333 per unit that may be used for acquisition, rehabilitation costs, and operating subsidies. Additionally, the Co-Applicant has secured a \$150,000 grant from Wells Fargo Bank that will offset operating expenses.

At full capacity, the project will house 14 households plus one onsite property management unit. The Women's Center Youth & Family Services (WCYFS) will deliver critical services to keep individuals housed. Services that will be provided include case management, parenting classes, individual peer counseling, support groups for battered women, and linkages of residents to specialized services such as health care, mental health care, substance abuse support, and others. The Co-Applicant will be responsible for providing property management to ensure the proper functioning of the property. The per-unit cost of the 15-unit Flora project, at \$476,666, is competitive for Homekey funding.

#### Developer: Visionary Home Builders - Flora Apartments

Council District: 5	Address: Stockton/undisclosed location
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Sources of Funding	Amount
Homekey Capital Funds/Op. Subsidy	\$5,000,000
City Capital/Op. Subsidy Request	\$2,000,000
Wells Fargo Bank Operating Subsidy	\$150,000
<b>Total Capital and Operating Expense</b>	<b>\$7,150,000</b>

#### Target AMI 30%

Studio	1 BR	2 BR	3 BR	4 BR	Total Units
	13	2			15

The Flora project will bring much-needed supportive housing to our homeless population, tying directly to our homeless strategic plans.

As part of the joint application, the Co-Applicant is requesting approximately \$5 million of Homekey funds for the acquisition, development, and ongoing services necessary to manage the Flora affordable housing project.

Upon Council approval, the City, with its partner, will resubmit its Homekey application authorizing resolution to HCD for the Flora project. If awarded, Homekey funding and Homekey capital funds, per the Standard Agreement, are required to be expended within eight months of the award date, all rehabilitation activities be completed within 12 months of the award date, and tenants housed within 90 days of construction completion. The combined Homekey and grant funds of \$7.150 million will be disbursed to the Co-Applicant for the acquisition, development, and operating subsidy for the Flora project through progress billings.

The Co-Applicant will assume responsibility in completing the Flora project acquisition rehabilitation using Homekey and City grant funds and will take full ownership of the asset purchased, including the ongoing operational responsibility. Affordability covenants will be recorded on the property.

### FINANCIAL SUMMARY

If HCD awards funds to the City and the Co-Applicant, the City will administer funds to the Co-Applicant in the form of a grant. The joint application requires matching funds from the City of \$2 million, identified as HHAP 2 Funds. Match funds from the City will only be provided to the Co-Applicant upon the successful award by HCD. The match funds will cover the additional per unit acquisition, capital rehabilitation, and operating costs. Additional operating costs or support for the project beyond this original allocation would need to be applied for through the City's competitive process for loan or grant funds.

There is no impact on the City's General Fund or any other unrestricted fund as a result of taking the recommended action.

**Resolution No.**

# **STOCKTON CITY COUNCIL**

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## **RESOLUTION AUTHORIZING THE CITY OF STOCKTON'S JOINT APPLICATION TO AND PARTICIPATION IN THE HOMEKEY PROGRAM**

The Department of Housing and Community Development ("Department") has issued a Notice of Funding Availability, ("NOFA") dated September 9, 2021, for the Homekey Program ("Homekey" or "Program"). The Department has issued the NOFA for Homekey grant funds pursuant to Health and Safety Code section 50675.1.3 (Assembly Bill No. 140 (2021-2022 Reg. Sess.) § 20); and

The City of Stockton ("Co-Applicant") desires to jointly apply for Homekey grant funds with Visionary Home Builders of CA ("Corporation"). Therefore, Co-Applicant is joining Corporation in the submittal of an Application for Homekey funds ("Application") to the Department for review and consideration; and

The Department is authorized to administer Homekey pursuant to the Multifamily Housing Program (Chapter 6.7 (commencing with section 50675) of Part 2 of Division 31 of the Health and Safety Code). Homekey funding allocations are subject to the terms and conditions of the NOFA, the Application, the Department-approved STD 213, Standard Agreement ("Standard Agreement"), and all other legal requirements of the Homekey Program; now therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:**

1. Co-Applicant and Corporation are hereby authorized and directed to submit a joint Application to the Department in response to the NOFA, and to jointly apply for Homekey grant funds in a total amount not to exceed \$5 million.

2. If the Application is approved, Co-Applicant is hereby authorized and directed to enter into, execute, and deliver a Standard Agreement in a total amount not to exceed \$5 million; and a Grant Agreement with the Co-Applicant in the amount up to \$2 million; and all other documents required or deemed necessary or appropriate to secure the Homekey funds from the Department and to participate in the Homekey Program, and all amendments thereto (collectively, the "Homekey Documents").

3. Co-Applicant acknowledges and agrees that it shall be subject to the terms and conditions specified in the Standard Agreement, and that the NOFA and Application will be incorporated in the Standard Agreement by reference and made a part thereof. Any and all activities, expenditures, information, and timelines represented in the Application are enforceable through the Standard Agreement. Funds are to be used for

the allowable expenditures and activities identified in the Standard Agreement.

4. Approve and authorize the execution of the Application and the Homekey Documents on behalf of Co-Applicant for participation in the Homekey Program.

5. Approve and authorize the City Manager or designee to allocate up to \$2 million of the Co-Applicant's HHAP Round 2 funding, for the required funding match as deemed appropriate to meet the Homekey program guidelines upon award from the State.

6. Approve and authorize the revenue and expenditure budget appropriations in the amount of the award from the State and match from the Co-Applicant if grant funds from the State are awarded.

7. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED June 21, 2022.

\_\_\_\_\_  
KEVIN J. LINCOLN II  
Mayor of the City of Stockton

ATTEST:

\_\_\_\_\_  
ELIZA R. GARZA, CMC  
City Clerk of the City of Stockton



# City of Stockton

## Legislation Text

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File #: 22-0585, Version: 1

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### **ADOPT A RESOLUTION TO APPLY FOR, ACCEPT, AND APPROPRIATE GRANT FUNDING FROM THE STATE OF CALIFORNIA - HOMELESS COORDINATING AND FINANCING COUNCIL (HCFC), BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY (BCSH) FOR ROUND THREE OF THE HOMELESS HOUSING, ASSISTANCE AND PREVENTION (HHAP) GRANT PROGRAM**

#### RECOMMENDATION

It is recommended that the City Council adopt a resolution to:

1. Authorize staff to apply for, accept and appropriate Round 3 of the Homeless Housing, Assistance and Prevention Grant (HHAP 3) grant funds;
2. Approve the City of Stockton Homeless Action Plan;
3. Authorize the City Manager, or designee, to enter a Standard Agreement for HHAP 3 funds with all its exhibits or other necessary documents consistent with the resolution; and,
4. Authorize the City Manager, or designee, to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

#### Summary

The general purpose HHAP 3 funding is a \$1 billion grant that is designed to build on regional coordination developed through previous rounds of HCFC Homeless Emergency Aid Program (HEAP), HHAP, and COVID-19 funding. Round 3 funds should be used to continue to build regional coordination and a unified regional response to reduce and end homelessness informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

#### DISCUSSION

##### Background

On December 17, 2021, the HCFC and BCSH issued a Notice of Funding Availability (NOFA) for their HHAP 3 program established under Assembly Bill 140 (Health & Safety Code § 50218.6, et seq.), which was signed into law by Governor Gavin Newsom on July 19, 2021, for approximately \$1 billion in available funding.

On February 8, 2022, the City Council authorized the execution of the HHAP 3 funding Standard Agreement with BCSH accepting the initial funding allocation of \$1,578,653.95 (Attachment A -

Resolution 2022-02-08-1203), with the understanding that staff would return to Council to discuss the City of Stockton Homeless Action Plan and seek approval to apply for the remaining funds. Deadline to apply is June 30, 2022.

### Present Situation

HHAP 3's initial disbursement of funds allowed for the procurement of a contractor to augment staff's capacity to ensure compliance with State regulations and all grant application requirements. Grant application requirements included the need to have an agenda discussion with a governing body that allows for public comment as well as a new or updated homeless strategic plan. Staff directed the consultant to develop a plan that prioritized outreach, conducted a gaps analysis and provide a strong review and analysis of current and projected funding.

The City of Stockton Homeless Action Plan (Exhibit 1) includes the following:

1. Assessment of Current Conditions
2. Resources and Investment Landscape
3. Action Plan: Goals and Strategies
4. Budget Chart Guide

Staff recommends adopting a resolution authorizing staff to apply for, accept and appropriate HHAP Round 3, enter into the Standard Agreements and approve the City of Stockton Homeless Action Plan.

### FINANCIAL SUMMARY

There is no financial impact to the City's General Fund or any other unrestricted fund as a result of this action. HHAP 3 grant funding will be appropriated in the Special Grant Fund, Housing Division, and EDD Administration program.

Attachment A - Resolution 2022-02-08-1203

Resolution No. 2022-02-08-1203

## STOCKTON CITY COUNCIL

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**RESOLUTION AUTHORIZING THE CITY TO APPLY FOR, ACCEPT, AND APPROPRIATE GRANT FUNDING FROM THE STATE OF CALIFORNIA - HOMELESS COORDINATING AND FINANCING COUNCIL (HCFC), BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY (BCSH), OF THE FIRST ALLOCATION OF ROUND THREE OF THE HOMELESS HOUSING, ASSISTANCE, AND PREVENTION (HHAP) GRANT PROGRAM, AND TO ENTER INTO A CONTRACT WITH A CONSULTANT FOR THE DEVELOPMENT OF AN ACTION PLAN REQUIRED TO APPLY FOR SECOND ALLOCATION OF THE ROUND THREE HHAP FUNDS**

On December 17, 2021, the HCFC and BCSH issued a Notice of Funding Availability (NOFA) for their HHAP 3 program established under Assembly Bill 140 (Health & Safety Code § 50218.6, et seq.), which was signed into law by Governor Gavin Newsom on July 19, 2021, for approximately \$1 billion in available funding; and

The following requirements must be met prior to submitting a final application for HHAP Round 3 funding pursuant to Health and Safety Code section 50220.7(b)(1)-(3), by June 30, 2022:

1. The applicant must engage with HCFC on its local homelessness action plan and outcome goals before submitting a complete application; and
2. The applicant must submit its local homelessness action plan and approved outcome goals that were agendaized at a regular meeting of the governing body, and included receiving public comment, before being submitted to HCFC; and

The previous HHAP rounds of funding are aligned with the San Joaquin Community Response to Homelessness, which is a strategic plan developed by the City of Stockton in partnership with the County of San Joaquin and the San Joaquin Continuum of Care. HHAP 3's initial disbursement of funds will allow for the procurement of a contractor to augment staff's capacity to ensure compliance with State regulations and all grant application requirements, and

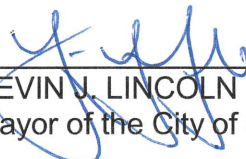
The general purpose HHAP 3 funding is designed to build on regional coordination developed through previous rounds of HCFC Homeless Emergency Aid Program (HEAP), HHAP, and COVID-19 funding. Round 3 funds should be used to reduce homelessness informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing. To successfully reduce homelessness through this funding, the initial disbursement is explicit in its functionality and deliverables; now, therefore,



BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. Approve and accept the HHAP 3 initial funding allocation of \$1,578,653.95.
2. Approve and authorize the execution of the HHAP 3 funding Standard Agreement with BCSH accepting the initial grant funding disbursement, a copy of which is attached hereto as Exhibit 1 and incorporated herein by this reference.
3. Authorize the City Manager, or designee, to enter a Standard Agreement/Initial Disbursement Contract for funds with all its exhibits and other necessary documents consistent with the resolution.
4. Authorize the City manager to enter into a contract with a consultant for the development of an action plan required to apply for the second allocation of round three HHAP funding.
5. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED February 8, 2022.

  
 KEVIN J. LINCOLN II  
 Mayor of the City of Stockton

ATTEST:

  
  
 ELIZA R. GARZA-CME  
 City Clerk of the City of Stockton

## SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

 AGREEMENT NUMBER  
 22-HHAP-10030

 PURCHASING AUTHORITY NUMBER (If Applicable)  
 010725

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTOR NAME

City of Stockton Econic Development Department

2. The term of this Agreement is:

START DATE

Upon BCSH approval

THROUGH END DATE

06/30/2026

3. The maximum amount of this Agreement is:

\$1,578,653.95 ( One Million Five Hundred Seventy Eight Thousand Six Hundred Fifty Three Dollars and Ninety Five Cents )

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Authority, Purpose and Scope of Work	8
Exhibit B	Budget Detail and Disbursement Provisions	2
Exhibit C	Homeless Coordinating and Financing Council General Terms and Conditions	8
Exhibit D	Special Terms and Conditions	2
Exhibit E	State of California General Terms and Conditions	1
Exhibit F	Standard Agreement to Apply	5

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)

City of Stockton Econic Development Department

CONTRACTOR BUSINESS ADDRESS

400 E. Main Street, 4th Floor,

CITY

Stockton

STATE

CA

ZIP

95202

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

22-HHAP-10030

PURCHASING AUTHORITY NUMBER (If Applicable)

010725

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTING AGENCY ADDRESS

915 Capitol Mall, Suite 350-A

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Lourdes Castro Ramírez

TITLE

Secretary

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)  
Standard Agreement  
Initial Disbursement Contract for Funds**

**EXHIBIT A**

**AUTHORITY, PURPOSE AND SCOPE OF WORK**

**1) Authority**

The State of California has established the Homeless Housing, Assistance, and Prevention Program Round 3 (“HHAP-3” or “Program”) pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Amended by Stats. 2021, Ch. 111, Sec. 4. (AB 140) Effective July 19, 2021.)

The Program is administered by the California Homeless Coordinating and Financing Council (“HCFC”) in the Business, Consumer Services and Housing Agency (“Agency”). HHAP-3 provides flexible block grant funds to Continuums of Care, large cities (population of 300,000+) and counties to build on the regional coordination created through previous HCFC grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.

This Standard Agreement/Initial Disbursement Contract for Funds along with all its exhibits (“Agreement”) is entered into by the Agency and a Continuum of Care, a city, or a county (“Grantee”) under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of this Agreement, the Standard Agreement to Apply signed and submitted by the Grantee (Exhibit F), and the requirements appearing in the statutory authority for the Program cited above.

**2) Purpose**

The general purpose of the Program is to continue to build on regional coordination developed through previous rounds of funding of the Homelessness Emergency Aid Program (Chapter 5 (commencing with Section 50210)), the program established under this chapter, and COVID-19 funding to reduce homelessness. This funding shall:

- a) Continue to build regional collaboration between continuums of care, counties, and cities in a given region, regardless of population, and ultimately be used to develop a unified regional response to homelessness.
- b) Be paired strategically with other local, state, and federal funds provided to address homelessness in order to achieve maximum impact. Grantees of this funding are encouraged to reference Putting the Funding Pieces Together: Guide

to Strategic Uses of New and Recent State and Federal Funds to Prevent and End Homelessness in their planning efforts.

- c) Be deployed with the goal of reducing the number of people experiencing homelessness in a given region through investing in long-term solutions, such as permanent housing.
- d) Include the State as an integral partner through the provision of technical assistance, sharing of best practices, and implementing an accountability framework to guide the structure of current and future state investments.

In accordance with the authority cited above, a Standard Agreement to Apply was submitted by the Grantee for the initial disbursement of HHAP-3 funds to be allocated to the Grantee pursuant to Health and Safety Code 50220.7(a)(4)(A).

**3) Definitions**

**The following HHAP-3 program terms are defined in accordance with Health and Safety Code section 50216, subdivisions (a) – (r):**

- a) “Agency” means the Business, Consumer Services, and Housing Agency.
- b) “Applicant” means a Continuum of Care, city, or county.
- c) “City” means a city or city and county that is legally incorporated to provide local government services to its population. A city can be organized either under the general laws of this state or under a charter adopted by the local voters.
- d) “Continuum of Care” means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.
- e) “Coordinated Entry System” means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.
- f) “Council” means the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.
- g) “Emergency shelter” has the same meaning as defined in subdivision (e) of Section 50801.

**h)** “Homeless” has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.

**i)** “Homeless Management Information System” means the information system designated by a Continuum of Care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term “Homeless Management Information System” also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.

**j)** “Homeless point-in-time count” means the 2019 homeless point-in-time count pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations. A jurisdiction may elect to instead use their 2017 point-in-time count if they can demonstrate that a significant methodology change occurred between the 2017 and 2019 point-in-time counts that was based on an attempt to more closely align the count with HUD best practices and undertaken in consultation with HUD representatives. A jurisdiction shall submit documentation of this to the agency by the date by which HUD’s certification of the 2019 homeless point-in-time count is finalized. The agency shall review and approve or deny a request described in the previous sentence along with a jurisdiction’s application for homeless funding.

**k)** “Homeless youth” means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). “Homeless youth” includes unaccompanied youth who are pregnant or parenting.

**l)** “Housing First” has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.

**m)** “Jurisdiction” means a city, city that is also a county, county, or Continuum of Care, as defined in this section.

**n)** “Navigation center” means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

**o)** “Program” means the Homeless Housing, Assistance, and Prevention program established pursuant to this chapter.

**1)** “Round 1” of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2019.

2) “Round 2” of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2020.

3) “Round 3” of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2021.

4) “Round 4” of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2022.

p) “Program allocation” means the portion of program funds available to expand or develop local capacity to address immediate homelessness challenges.

q) “Recipient” means a jurisdiction that receives funds from the agency for the purposes of the program.

r) “Tribe” or “tribal applicant” means a federally recognized tribal government pursuant to Section 4103 of Title 25 of the United States Code.

**Additional definitions for the purposes of the HHAP-3 program:**

“Obligate” means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP-3 funding. Grantees, and the subrecipients who receive awards from those Grantees, must obligate the funds by the statutory deadlines set forth in this Exhibit A.

“Expended” means all HHAP-3 funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.

**4) Scope of Work**

The Scope of Work (“Work”) for this Agreement shall include uses that are consistent with Health and Safety Code (HSC) section 50218.6, subdivision (e), and section 50220.7, subdivisions (a)(4)-(5) & (f), and any other applicable laws.

By accepting these funds, the Grantee acknowledges that this initial disbursement of funds is a portion of their total allocation under the HHAP-3 Program, to be used solely for the purposes outlined below, and that in order to receive the remaining balance of its HHAP-3 program allocation, an applicant shall submit an application to the council by June 30, 2022, that includes a local homelessness action plan and specific outcome goals in accordance with the requirements laid out in HSC § 50220.7(b).

The Grantee may expend this initial disbursement of funds to complete the local homelessness action plan, required by HSC § 50220.7(b)(3)(A), including paying for any technical assistance or contracted entities to support the completion of the homelessness action plan.

For funds not spent on the Grantee's homelessness action plan, priority for these initial funds shall be for systems improvement, including, but not limited to, all of the following:

- A)** Capacity building and workforce development for service providers within the jurisdiction, including removing barriers to contracting with culturally specific service providers and building capacity of providers to administer culturally specific services.
- B)** Funding existing evidence-based programs serving people experiencing homelessness.
- C)** Investing in data systems to meet reporting requirements or strengthen the recipient's Homeless Management Information System.
- D)** Improving homeless point-in-time counts.
- E)** Improving coordinated entry systems to eliminate racial bias or to create a youth-specific coordinated entry system.

For any remaining funds not spent on the Grantee's homelessness action plan or systems improvement, the Grantee shall expend funds on existing evidence-based programs serving people experiencing homelessness among eligible populations, including any of the following eligible uses:

- a)** Rapid rehousing, including rental subsidies and incentives to landlords, such as security deposits and holding fees.
- b)** Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.
- c)** Street outreach to assist persons experiencing homelessness to access permanent housing and services.
- d)** Services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in supportive housing.
- e)** Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.
- f)** Delivery of permanent housing and innovative housing solutions, such as hotel and motel conversions.
- g)** Prevention and shelter diversion to permanent housing, including rental subsidies.



- h) New navigation centers and emergency shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:
- i) The number of available shelter beds in the city, county, or region served by a Continuum of Care.
  - ii) The number of people experiencing unsheltered homelessness in the homeless point-in-time count.
  - iii) Shelter vacancy rate in the summer and winter months.
  - iv) Percentage of exits from emergency shelters to permanent housing solutions.
  - v) A plan to connect residents to permanent housing.
  - vi) Any new interim sheltering funded by HHAP-3 funds must be low barrier, comply with Housing First as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code, and prioritize interventions other than congregate shelters.
- i) Improvements to existing emergency shelters to lower barriers and increase privacy.

In addition to the funding use requirements described above, the Grantee's expenditure of its entire HHAP-3 allocation must also comply with the following:

- a) At least 10 percent of the funds shall be spent on services for homeless youth populations.
- b) Not more than 7 percent of funds may be used for administrative costs incurred by the city, county, or continuum of care to administer its program allocation. For purposes of this Agreement, "administrative costs" does not include staff or other costs directly related to implementing activities funded by the program allocation.

## **5) Agency Contract Coordinator**

The Agency's Contract Coordinator for this Agreement is the Council's Grant Director or the Grant Director's designee. Unless otherwise instructed, any notice, report, or other communication requiring an original Grantee signature for this Agreement shall be mailed to the Agency Contract Coordinator. If there are opportunities to send information electronically, Grantee will be notified via email by the Council's Grant Director or the Grant Director's designee.

The Representatives during the term of this Agreement will be:

	PROGRAM	GRANTEE
<b>ENTITY:</b>	Business Consumer Services and Housing Agency	City of Stockton Economic Development Department
<b>SECTION/UNIT:</b>	Homeless Coordinating and Financing Council (HCFC)	
<b>ADDRESS:</b>	915 Capitol Mall Suite 350-A Sacramento, CA, 95814	400 E. Main Street, 4th Floor, Stockton, CA 95202
<b>CONTRACT COORDINATOR</b>	Victor Duron	Ty Wilson-Robinson
<b>PHONE NUMBER:</b>	(916) 510-9442	(209) 937-7585
<b>EMAIL ADDRESS:</b>	Victor.Duron@bcsh.ca.gov	ty.wilson-robinson@stocktonca.gov

All requests to update the Grantee information listed within this Agreement shall be emailed to the HHAP Program's general email box at [hhap@bcsh.ca.gov](mailto:hhap@bcsh.ca.gov). The Council reserves the right to change their representative and/or contact information at any time with notice to the Grantee.

#### 6) Effective Date, Term of Agreement, and Deadlines

- a) This Agreement is effective upon approval by the Agency (indicated by the signature provided by Agency in the lower left section of page one, Standard Agreement, STD. 213), when signed by all parties.
- b) This Agreement shall terminate on October 1, 2026, or upon delivery of the HHAP-3 final report required by HSC § 50223(b), whichever is sooner.
- c) Grantee shall submit an application for the remainder of their HHAP-3 allocation by June 30, 2022 in compliance with HSC § 50220.7(b).
- d) Grantee shall report on the activities funded pursuant this Agreement in the first expenditure report submitted to the Council after disbursement of the remaining funds, as required by HSC §§ 50221 and 50223.
- e) Grantees that are cities or continuums of care shall contractually obligate no less than 50 percent of HHAP-3 funds by May 31, 2024. If less than 50 percent is obligated after May 31, 2024, continuums of care and cities shall not expend any remaining portion of the 50 percent of program allocations required to have been obligated unless and until both of the following occur:

- i) On or before June 30, 2024, the Grantee submits an alternative disbursement plan to HCFC that includes an explanation for the delay.
  - ii) HCFC approves the alternative disbursement plan or provides the Grantee with guidance on the revisions needed in order to approve the alternative disbursement plan.
  - iii) If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2024, the funds shall be returned to the HCFC to be allocated as bonus awards.
- f) Grantees that are counties shall contractually obligate the full allocation (100 percent) awarded to them by May 31, 2024. Any funds that are not contractually obligated by this date shall be reverted to the Continuum of Care that serves the county. Specific to Los Angeles County, funds that are not contractually obligated by this date shall be divided proportionately using the HHAP-3 funding allocation formula among the four CoC's that serve Los Angeles County: City of Glendale CoC, City of Pasadena CoC, the City of Long Beach CoC, and the Los Angeles Homeless Services Authority. Counties not obligating their full program allocation by May 31, 2024 are required to notify HCFC, on or before that date, of the name of the CoC(s) in which the county is served, and the amount of program funds that will be reverted to the CoC(s). By June 30, 2024, the county shall provide HCFC with evidence that the funds were transferred and submit an updated budget that clearly identifies the funds that were transferred.
- g) Grantees that do not meet the expenditure deadlines in HSC § 50220.7(k) shall not be eligible for bonus funding.
- h) HHAP-3 funds shall be expended by June 30, 2026
- i) In accordance with Health and Safety Code section 50220.5, subdivision (I), HCFC retains the right to require a corrective action plan of grantees that are not on track to fully expend funds by the statutorily required deadline.
- j) Any funds not expended by June 30, 2026 shall be available for round 4 of the program pursuant to HSC § 50218.7.

## 7) **Special Conditions**

Agency reserves the right to add any special conditions to this Agreement it deems necessary to ensure that the goals of the Program are achieved.

**Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)  
Standard Agreement**

**EXHIBIT B**

**BUDGET DETAIL and DISBURSEMENT PROVISIONS**

**1) Budget Detail & Changes**

The Grantee agrees that HHAP-3 funds shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving people experiencing homelessness into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

The Grantee shall expend this initial disbursement of HHAP-3 funds on eligible activities as detailed in Health and Safety Code Section 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f).

**2) General Conditions Prior to Disbursement**

All Grantees must submit the following forms prior to HHAP-3 funds being released:

- Request for Funds Form ("RFF")
- STD 213 Standard Agreement form and initialed Exhibits A through F
- STD 204 Payee Data Record or Government Agency Taxpayer ID Form

**3) Disbursement of Funds**

HHAP-3 funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Agency, the Department of General Services (DGS) and the State Controller's Office (SCO).

The RFF must include the proposed eligible uses and the amount of funds proposed for expenditure under each eligible use. This initial disbursement of HHAP-3 funds will be disbursed in one allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF. Grantee agrees that in order to receive the remaining balance of the allocation awarded to them pursuant HSC § 50218.6(a)(1), Grantee must submit an application that meets the requirements of HSC § 50220.7(b) and this application must be approved by HCFC prior to a second disbursement of funds. Additionally, Grantee will be required to enter into a separate Standard Agreement in order to receive their remaining allocation.

**4) Expenditure of Funds**

This initial disbursement of HHAP-3 funds must be spent in accordance with HSC sections 50218.6(e) and 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f), as described in Exhibit A, Section 4 “Scope of Work”.

**5) Ineligible Costs**

HHAP-3 funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code section 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f).

HCFC reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use HHAP-3 funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Agency.

An expenditure which is not authorized by this Agreement, or by written approval of the Grant Manager or his/her designee, or which cannot be adequately documented, shall be disallowed and must be reimbursed to Agency by the Grantee.

HCFC, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP-3 fund expenditures.

Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention.

Reimbursements are not permitted in HHAP-3 for any expenditures prior to the date of execution of this Agreement.

**Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)  
Standard Agreement**

**EXHIBIT C**

**GENERAL TERMS AND CONDITIONS**

**1) Termination and Sufficiency of Funds**

**a) Termination of Agreement**

Agency may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in paragraph 6 of this Exhibit C; violation of any federal or state laws; or withdrawal of Agency's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Agency, any unexpended funds received by the Grantee shall be returned to Agency within 30 days of Agency's notice of termination.

**b) Sufficiency of Funds**

This Agreement is valid and enforceable only if sufficient funds are made available to Agency by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

**2) Transfers**

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except as allowed within Exhibit C Section 12 (Special Conditions – Grantees/Sub Grantee) or with the prior written approval of HCFC and a formal amendment to this Agreement to affect such subcontract or novation.

**3) Grantee's Application for Funds**

Pursuant to HSC § 50220.7(a)(1), Grantee is required to submit to HCFC an application for the remainder of their HHAP-3 allocation to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges.

#### **4) Reporting/Audits**

##### **a) Reporting Requirements**

- i) Activities funded under this Agreement shall be reported on in the first expenditure report submitted to HCFC following the disbursement of the remaining funds. If the Grantee fails to provide such documentation, HCFC may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.
- ii) Grantee is also required to comply with the reporting requirements in HSC § 50221 and 50223, as applicable

##### **b) Auditing**

Agency reserves the right to perform or cause to be performed a financial audit. At Agency request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP-3 administrative funds may be used to fund this expense. Should an audit be required, the Grantee shall adhere to the following conditions:

- i) The audit shall be performed by an independent certified public accountant.
- ii) The Grantee shall notify Agency of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Agency to the independent auditor's working papers.
- iii) The Grantee is responsible for the completion of audits and all costs of preparing audits.
- iv) If there are audit findings, the Grantee must submit a detailed response acceptable to Agency for each audit finding within 90 days from the date of the audit finding report.

#### **5) Inspection and Retention of Records**

##### **a) Record Inspection**

HCFC or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide HCFC, or its designee, with any relevant information requested. The Grantee agrees to give HCFC or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Homeless Housing, Assistance, and Prevention Program laws, the HHAP-3 program guidance document published on the website, and this Agreement.

In accordance with Health and Safety Code section 50220.7, subdivision (m), if upon inspection of records HCFC identifies noncompliance with grant requirements. HCFC retains the right to impose a corrective action plan on the Grantee.

**b) Record Retention**

The Grantee further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

**6) Breach and Remedies**

**a) Breach of Agreement**

Breach of this Agreement includes, but is not limited to, the following events:

- i) Grantee's failure to comply with the terms or conditions of this Agreement.
- ii) Use of, or permitting the use of, HHAP-3 funds provided under this Agreement for any ineligible activities.
- iii) Any failure to comply with the deadlines set forth in this Agreement.

**b) Remedies for Breach of Agreement**

In addition to any other remedies that may be available to Agency in law or equity for breach of this Agreement, Agency may:

- i) Bar the Grantee from applying for future HHAP funds;
- ii) Revoke any other existing HHAP-3 award(s) to the Grantee;
- iii) Require the return of any unexpended HHAP-3 funds disbursed under this Agreement;
- iv) Require repayment of HHAP-3 funds disbursed and expended under this Agreement;
- v) Require the immediate return to Agency of all funds derived from the use of HHAP-3 funds
- vi) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with HHAP-3 requirements.

- c) All remedies available to Agency are cumulative and not exclusive.**



- d) Agency may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

**7) Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of Agency to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of Agency to enforce these provisions.

**8) Nondiscrimination**

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

**9) Conflict of Interest**

All Grantees are subject to state and federal conflict of interest laws. For instance, Health and Safety Code section 50220.5, subdivision (i) states, " For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable

statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.
- b) **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- c) **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).
- d) **Representatives of a County:** A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

#### **10) Drug-Free Workplace Certification**

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees and subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Grantees, or subrecipients for violations, as required by Government Code section 8355, subdivision (a)(1).

- a) Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:
  - i) The dangers of drug abuse in the workplace;
  - ii) Grantee's policy of maintaining a drug-free workplace;
  - iii) Any available counseling, rehabilitation, and employee assistance program; and
  - iv) Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.
- b) Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:
  - i) Will receive a copy of Grantee's drug-free policy statement, and
  - ii) Will agree to abide by terms of Grantee's condition of employment or subcontract.

#### **11) Child Support Compliance Act**

For any Contract Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

#### **12) Special Conditions – Grantees/Subgrantee**

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of Agency prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of

this Agreement and the applicable State requirements governing the use of HHAP-3 funds. Failure to comply with these conditions may result in termination of this Agreement.

- a) The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:
  - i) Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
  - ii) Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
  - iii) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any Subgrantee in performing the Work or any part of it.
- iv) Agree to include all the terms of this Agreement in each subcontract.

### **13) Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP-3 program, the Grantee, its subrecipients, and all eligible activities.

Grantee shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to HCFC upon request.

### **14) Inspections**

- a) Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- b) HCFC reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

- c) Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

**15) Litigation**

- a) If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Agency, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.
- b) The Grantee shall notify HCFC immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Agency, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Agency.

**Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)  
Standard Agreement**

**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS**

- 1) All proceeds from any interest-bearing account established by the Grantee for the deposit of HHAP-3 funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP-3 funds, must be used for HHAP-3-eligible activities and reported on as required by Agency.
- 2) Per Health and Safety Code Section 50220.7 (g), any housing-related activities funded with HHAP-3 funds, including but not limited to emergency shelter (per HSC § 50220.7(e)(8)(F)), rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, as described in Welfare and Institutions Code section 8255, subdivision (b). Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used. In addition, HHAP-3 funding shall be used to adopt a Housing First approach within the entire local homelessness response system, including outreach and emergency shelter, short-term interventions like rapid re-housing, and longer-term interventions like supportive housing.
- 3) Grantee shall utilize its local Homeless Management Information System (HMIS) to track HHAP-3-funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP-3 funding (e.g., by creating appropriate HHAP-3-specific funding sources and project codes in HMIS).
- 4) Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code section 50220.6. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code. The Council may, as required by operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency. Additionally, the Council, at its discretion, may provide

Grantee with aggregate reports and analytics of the data Grantee submits to HDIS in support of the Purpose of this Agreement and the existing Data Use Agreement.

- 5) Grantee agrees to accept technical assistance as directed by HCFC or by a contracted technical assistance provider acting on behalf of HCFC and report to HCFC on programmatic changes the grantee will make as a result of the technical assistance and in support of their grant goals.
- 6) Grantee agrees to demonstrate a commitment to racial equity and, per Section 50222 (a)(2)(B), the grantee shall use data provided through HDIS to analyze racial disproportionality in homeless populations and, in partnership with HCFC, establish clear metrics and performance monitoring for achieving equity in provision of services and outcomes for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness and COVID-19.
- 7) Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.

**Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)**

**Standard Agreement**

**EXHIBIT E**

**STATE OF CALIFORNIA GENERAL TERMS AND CONDITIONS**

This exhibit is incorporated by reference and made part of this agreement. The General Terms and Conditions (GTC 04/2017) can be viewed at the following link:

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.pdf?la=en&hash=3A64979F777D5B9D35309433EE81969FD69052D2>

In the interpretation of this Agreement, any inconsistencies between the State of California General Terms and Conditions (GTC - 04/2017) and the terms of this Agreement and its exhibits/attachments shall be resolved in favor of this Agreement and its exhibits/attachments.



**Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)**

**Standard Agreement**

**EXHIBIT F**

**STANDARD AGREEMENT TO APPLY**



## Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3) Standard Agreement to Apply

HHAP-3 funding is provided pursuant to Health & Safety Code 50220.7(a) and requires all eligible applicants to submit this Standard Agreement to Apply no later than **5:00pm on October 15, 2021**. In this agreement, applicants must indicate whether they intend to apply for HHAP-3 funding jointly with an overlapping jurisdiction or apply as an individual entity. For any eligible applicant who does not submit an agreement by the deadline, HCFC may choose to re-allocate the applicant's allocation to an overlapping jurisdiction<sup>1</sup>.

Eligible applicants applying jointly with an overlapping jurisdiction will designate **one** of the jointly applying jurisdictions as the Administrative Entity which will enter into contract with the HCFC to administer the combined allocations of the joint applicants. Applicants may only apply jointly with a Continuum of Care (CoC), large city, or county that serves an overlapping region. The Administrative Entity is required to submit a binding resolution or agreement that designates a single Administrative Entity for the combined allocations and an explanation of how the jointly applying applicants will administer the funds allocated to them pursuant to this section. This binding resolution or agreement must be signed by the authorized representatives of all applicants and must be submitted with the signed HHAP-3 Initial Disbursement Contract for Funding, separate from the Standard Agreement to Apply.

**By submitting this form, you agree to participate in the HHAP-3 application process as indicated below and comply with all requirements as set forth in Health and Safety Code 50220.7.**

### APPLICATION SUBMISSION INFORMATION

#### ALL APPLICANTS:

##### Eligible Applicant Jurisdiction

☒ Large City: City of Stockton ☐ County: \_\_\_\_\_

☐ Continuum of Care: \_\_\_\_\_ CoC Number: \_\_\_\_\_

Administrative Entity: City of Stockton

Contact Person: Ty Wilson-Robinson

Title: Deputy Housing Director

Contact Phone Number: 209.937.7585

Contact Email Address: ty.wilson-robinson@stocktonca.gov

##### Individual or Joint Application Designation:

☒ City of Stockton will submit **an individual** application for HHAP-3 funding

☐ \_\_\_\_\_ will submit a **joint** application for HHAP-3 funding with the following overlapping jurisdiction(s):

<sup>1</sup> For the purposes of the HHAP program, overlapping jurisdictions are eligible applicants that are located within the same geographic area as the local CoC.

Jurisdiction Name	Applicant Type (County, CoC, or City)
City of Stockton	City/local government.

### JOINT APPLICANTS ONLY:

#### Fund Disbursement/Contract Execution

The jointly applying jurisdictions designate the following jurisdiction as the **Administrative Entity** of the total combined allocations and acknowledge that the Administrative Entity will enter into legal agreement with HCFC and receive any disbursements for which the jointly applying jurisdictions may be deemed eligible.

#### Administrative Entity:

☐ CoC ☐ Large City ☐ County

Name of Applicant: \_\_\_\_\_

#### Joint Applicants agree to the following:

1. Joint Applicants must designate a single Administrative Entity to receive the entire combined HHAP-3 allocations.
2. The Administrative Entity must be a CoC, large city (if applicable), or county that serves the same region.
3. The Administrative Entity receiving allocations on behalf of joint applicants shall use the funds in the jurisdiction(s) entitled to the funds or to provide regional housing or services that serve the population living in each of the jurisdiction(s) entitled to the funds.
4. The Administrative Entity is responsible for complying with all program expenditure requirements and deadlines for the total combined allocations it is administering.
5. The Administrative Entity must enter into a binding resolution or agreement with joint applicants to designate the Administrative Entity for the combined allocations which includes an explanation of how the jointly applying applicants will administer the funds allocated to them. This binding resolution or agreement must be signed by authorized representatives and will be included with the contract for funds.
6. The HHAP-3 joint application will clearly identify the intended use of all the funds from each jointly applying jurisdiction.
7. The HHAP-3 joint application will clearly describe in detail the collaboration between the jointly applying jurisdictions and an explanation of how the jointly applying jurisdictions will partner to meet their program goals.
8. The performance goals set in the HHAP-3 joint application will be used to determine the joint applicants' eligibility for future bonus funding.



### HHAP-3 APPLICATION REQUIREMENTS

#### Application Requirements – ALL APPLICANTS:

By initialing below, the eligible applicant(s) acknowledges their intent to participate in the HHAP-3 application process as follows:

HB the eligible applicant(s) will receive an Initial disbursement equaling no more than 20% (or 25% for jointly applying applicants) of their total allocation if this Agreement to Participate is submitted by 5:00pm on October 15, 2021 per HSC 50220.7(a)(4)(A)(ii).

HB Initial funds may be used to complete the local homeless action plan, as required by HSC 50220.7(b)(3)(A), including paying for any technical assistance or contracted entities to support the completion of the homelessness action plan.

HB As stated in HSC § 50220.7(a)(5), priority for initial funds, above the costs of completing the homelessness action plan, shall be for systems improvement, including, but not limited to, all of the following:

(A) Capacity building and workforce development for service providers within the jurisdiction, including removing barriers to contracting with culturally specific service providers and building capacity of providers to administer culturally specific services.

(B) Funding existing evidence-based programs serving people experiencing homelessness.

(C) Investing in data systems to meet reporting requirements or strengthen the recipient's Homeless Management Information System.

(D) Improving homeless point-in-time counts.

(E) Improving coordinated entry systems to eliminate racial bias or to create a youth-specific coordinated entry system.

HB To receive the remaining balance of its round 3 program allocation, an applicant shall submit an application to the council by June 30, 2022, that includes a local homelessness action plan and specific outcome goals in accordance with the requirements laid out in HSC § 50220.7(b).

HB The applicant shall engage with the council on its local plan and outcome goals before submitting a complete application, per HSC § 50220.7(b)(1).

HB For city, county, and continuum of care applicants, local homelessness action plans pursuant to HSC § 50220.7(b)(3)(A) and outcome goals pursuant to HSC § 50220.7(b)(3)(C) shall be agendaized at a regular meeting of the governing body, including receiving public comment, before being submitted to the council, per HSC § 50220.7(b)(2).

HB A complete application shall conform to the requirements laid out in HSC § 50220.7(b)(3).

**FORM CONTINUES ON PAGE 4**

## HHAP-3 GRANTEE AWARD DISBURSEMENT INFORMATION

### ALL APPLICANTS:

**Instructions:** Please fill out the information below, which is needed to process your HHAP Round 3 (HHAP-3) initial award disbursement:

**Administrative Entity/Contracting Agency Name**

City of Stockton/Economic Development Department

**Administrative Entity/Contracting Agency Business Address**

400 E. Main Street, 4th Floor, Stockton, CA 95202

**Contract Manager Name**

Ty Wilson-Robinson

**Contract Manager Email Address**

ty.wilson-robinson@stocktonca.gov

**Contract Manager Phone Number**

209.937.7585

**Award Check Mailing Address (Include "Attention to:" if applicable)**

400 E. Main Street, 4th Floor, Stockton, CA 95202

For grantees who have previously contracted with BCSH, in order to reduce the amount of paperwork needed to process your HHAP-3 award, HCFC is offering the opportunity to use the Tax ID Form (Government Taxpayer ID Form for governmental entities or STD 204 Form for non-governmental entities) and/or Authorized Signatory Form currently on file with HCFC for HHAP-3 award disbursements. You may revoke these authorizations by submitting an updated Tax ID Form or Authorized Signatory Form to [hhap@bcsh.ca.gov](mailto:hhap@bcsh.ca.gov).

**Select one:**

- ☒ The information on the Tax ID Form used for the HHAP-2 award disbursement is accurate, and I am authorizing HCFC to use the previously submitted form for the HHAP-3 initial award disbursement
- ☐ I have included a new Tax ID Form for the initial HHAP-3 award disbursement

**Select one:**

- ☒ The information on the most recent Authorized Signatory Form on file with HCFC is accurate, and I am authorizing HCFC to use the form on file for HHAP-3
- ☐ I have included a new authorized signatory form for HHAP-3

### CERTIFICATION

I certify that the signature below is authorized to sign for all applicable documents for the HHAP-3 grant on behalf of the Eligible Applicant Jurisdiction listed above.

Harry Black, City Manager

Name and Title of Authorized Representative

Signature of Authorized Representative

Date



## STOCKTON CITY COUNCIL

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**RESOLUTION AUTHORIZING THE CITY TO APPLY FOR, ACCEPT, AND APPROPRIATE GRANT FUNDING FROM THE STATE OF CALIFORNIA- HOMELESS COORDINATING AND FINANCING COUNCIL (HCFC), BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY (BCSH), OF THE FIRST ALLOCATION OF ROUND THREE OF THE HOMELESS HOUSING, ASSISTANCE, AND PREVENTION (HHAP) GRANT PROGRAM, AND TO ENTER INTO A CONTRACT WITH A CONSULTANT FOR THE DEVELOPMENT OF AN ACTION PLAN REQUIRED TO APPLY FOR SECOND ALLOCATION OF THE ROUND THREE HHAP FUNDS**

On December 17, 2021, the HCFC and BCSH issued a Notice of Funding Availability (NOFA) for their HHAP 3 program established under Assembly Bill 140 (Health & Safety Code § 50218.6, *et seq.*), which was signed into law by Governor Gavin Newsom on July 19, 2021, for approximately \$1 billion in available funding; and

The following requirements must be met prior to submitting a final application for HHAP Round 3 funding pursuant to Health and Safety Code section 50220.7(b)(1)-(3), by June 30, 2022:

1. The City must engage with HCFC on its local homelessness action plan and outcome goals before submitting a complete application; and
2. The City must submit its local homelessness action plan and approved outcome goals to HCFC after each was agendaized at a regular meeting of the City Council, and available for receiving public comment; and

The previous HHAP rounds of funding are aligned with the San Joaquin Community Response to Homelessness, which is a strategic plan developed by the City of Stockton in partnership with the County of San Joaquin and the San Joaquin Continuum of Care. HHAP 3's initial disbursement of funds will allow for the procurement of a contractor to augment staff's capacity to ensure compliance with State regulations and all grant application requirements; and

The general purpose HHAP 3 funding is designed to build on regional coordination developed through previous rounds of HCFC Homeless Emergency Aid Program (HEAP), HHAP, and COVID-19 funding. Round 3 funds should be used to reduce homelessness informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing. To successfully reduce homelessness through this funding, the initial disbursement is explicit in its functionality and deliverables; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. Authorize staff to apply for HHAP 3 grant funds.
2. Approve the City of Stockton Homeless Action Plan (attached as Exhibit 1 and incorporated herein by this reference).
3. Authorize the City Manager, or designee to enter a Standard Agreement/Initial Disbursement Contract for funds with all its exhibits or other necessary documents consistent with the resolution.
4. Authorize the City Manager or designee, to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED June 21, 2022.

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KEVIN J. LINCOLN II  
Mayor of the City of Stockton

ATTEST:

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ELIZA R. GARA, CMC  
City Clerk of the City of Stockton



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# Local Homeless Action Plan Economic Development Department City of Stockton June 2022

City of Stockton

Economic Development Department



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## 1. Introduction

### Purpose of the Local Action Plan

In 2018, the Stockton City Council declared a local homeless emergency directing the City Manager and all applicable city departments to develop strategies and solutions to address homelessness. At that time Stockton (City) counted 311 unsheltered homeless individuals as residents of its community<sup>i</sup>. Since then, much has been accomplished, but despite these efforts the number of people experiencing homelessness and living unsheltered on the street remains high. Most recent Point-in-Time (PIT) Count findings from a survey of homeless individuals conducted in January 2022, found an estimated 1,370 homeless individuals in Stockton, of whom nearly 900 were unsheltered (65%).

The rise in homelessness experienced within the City of Stockton, and throughout San Joaquin County (County), is not unique. Across California, homelessness is soaring, with more than 230,000 individuals and families accessing homeless services statewide in 2021, according to the State's Homeless Data Integration System (HDIS). Increases in homelessness can be attributed to numerous factors, including experiences of trauma, mental illnesses, substance use disorders, and systems that fail to keep vulnerable individuals such as veterans, foster care youth, and families fleeing domestic violence safely housed. But the real cause for homelessness, according to all studies and reports, is that housing in California is scarce and expensive. There are simply not enough units at prices that people can afford. Further, while housing costs have increased statewide, some of the largest price increases are in the Central Valley, with San Joaquin and Stanislaus Counties leading the state with a 115% and 122% increases in housing costs, respectively, between 2010 and 2020<sup>ii</sup>. In Stockton, rental rates continue to climb from year-to-year, with average rents for one-bedroom apartments exceeding \$1200 a month, an over 13% increase in rental rates from the prior year<sup>iii</sup>.

Now, on the heels of the COVID-19 pandemic, there has never been a more critical time to address homelessness in Stockton. As a City, this community weathered numerous trials during the course of the pandemic, but through it all city staff, civic leaders, youth, pastors, educators, retirees, health care providers, and businesses, worked jointly to address and combat the hardships experienced during the pandemic. Collectively, people came together in a moment of crisis to feed their neighbors, deliver urgent hygiene supplies and medications to all corners of the City, and to support each other in times of loneliness and isolation. Most critically, urgently needed federal relief funds were wisely invested in a range of projects to strengthen households and reinvigorate core infrastructure, including public restrooms and water stations, throughout the City. Nearly \$40 million in emergency rental assistance was granted to more than 5,000 struggling households – keeping individuals and families safe and stable in their homes and averting homelessness.

Early indicators provide cautious optimism that these efforts are making a difference. State data indicate that the number of people accessing homeless services declined very slightly between 2019 and 2021, within the County and across the State. Findings provide a glimmer of hope that concerted efforts to prevent huge increases in homelessness, as the result of pandemic-related job losses, may have met intended goals. With employment rebounding, and COVID-19 shifting from pandemic status to a more manageable illness, the City can focus on longer-term solutions to address and prevent homelessness.

This Local Action Plan (Action Plan) builds upon the collective efforts and actions of dozens of City and community leaders over the past several years to prevent and end homelessness and builds off of significant investments already under way through new state and federal funding to address homelessness. It takes as its guide two framing documents:

***San Joaquin Community Response to Homelessness***, a regional strategic plan developed in partnership between the San Joaquin Continuum of Care (SJCoC) and local governments. Approved in 2020, by the SJCoC, San Joaquin County, and the Cities of Stockton, Lodi, Manteca, and Tracy, the Strategic Plan charts a framework of core goals and objectives to address homelessness in the region. (Strategic Plan)

***Action Plan for Preventing and Ending Homelessness in California***, a state plan adopted in March 2021, by the California Homeless Coordinating and Financing Council, articulates statewide objectives and describes guiding expectations for local governments receiving state funds to address homelessness. Most critically, the plan establishes **uniform performance measures** to be achieved through any state funding allocations. (State Plan)

In the following pages, the ***City of Stockton Homeless Action Plan*** provides an assessment of homeless services and describes the experiences and recommendations of people who are living in Stockton without a permanent home. Section 3 describes the funding that is available, both state and federal funds to address homelessness and provides a comprehensive summary of how funding is being invested across three key strategy areas. It also includes recommendations on how to strategically utilize anticipated future state and federal allocations. Finally, Section 4, summarizes the specific project areas that the City will pursue to address homelessness. City efforts occur in collaboration with the County and neighboring cities. Section 4 concludes with a broader analysis of how City funded investments work in partnership with allocations made by SJCoC and the County.

## Guiding Principles

The North Star goal, established by the 2020 Strategic Plan, is that homelessness will be rare, brief, and non-reoccurring. This vision recognizes that while some people may experience homelessness, existing services and supports should be able to make that incident short in duration and help put in place effective solutions to make homelessness a one-time occurrence. The Stockton City Council has given a clear directive that the City needs solutions to the homeless crisis, and that the availability of affordable housing is one of the biggest challenges to be addressed.

<b>Vision:</b>	Homelessness should be rare, brief, and non-reoccurring.
<b>Directive:</b>	Develop solutions to address homelessness, including increasing the affordable housing supply.
<b>Goals:</b>	<ol style="list-style-type: none"> <li>1. Establish a coordinated and engaged regional system of care.</li> <li>2. Increase access and reduce barriers to homeless crisis response services.</li> <li>3. Ensure households experiencing homelessness have access to affordable and sustainable permanent housing solutions.</li> </ol>

The City is also adopting the following guiding principles to guide the manner in which programs and practices will be implemented to address homelessness:

- Promote housing first policies.
- Measure and reduce disproportionate experiences.
- Engage people with lived experiences in homelessness.
- Invest in systems and practices that work.
- Coordinate with partner jurisdictions.

### Commitment to Housing First Policies

*Housing First* is an approach to serving people experiencing homelessness that recognizes that a homeless person's first and primary need is to obtain stable and safe housing, and that other issues, improving health, reducing harmful behaviors, and increasing income should be addressed once stable housing is obtained. *People are housed quickly without preconditions or service participation requirements.* Supportive services are offered to promote housing stability and prevent returns to homelessness. This approach to services removes barriers and encourages participation by individuals and families seeking services.

### Commitment to Reducing Disproportionalities

The City is committed to addressing racial and ethnic disparities in the homelessness system and to integrate a racial equity lens in its work. Racial and ethnic disparities are present when the experiences of one population group are disproportionate to their total share of the population. Applying a racial equity lens is to deliberately set out to achieve a landscape where *race and ethnicity are no longer predictors of life outcomes*. This approach means not just addressing homelessness, but to also strengthen the power and capacity of diverse and marginalized communities to prevent displacement, increase housing stability, and promote long term financial security.

### Commitment to Engaging People with Lived Experiences of Homelessness

To promote the most effective services for the homeless population, the City is committed to partnering with people with lived experiences. Project plans are developed, implemented, and monitored with input of those who are experiencing homelessness and/or who have lived experiences of homelessness. City homelessness grants will continue to value project partners that demonstrate their *capacity to learn from the people they serve* and to hire and promote those with lived experiences to decision-making roles.

### Commitment to Best Practices

The City recognizes and promotes several core systems and service practices as critical and necessary to addressing homelessness. Among these are:

- *Coordinated Entry Systems.* Coordinated Entry Systems (CES) provides a central location for homeless individuals to request services. CES uses a validated assessment to prioritize and serve the most vulnerable individuals and to ensure fair and equal access to housing and services.
- *Homeless Management Information System.* The Homeless Management Information System (HMIS) is a federally mandated reporting tool for all homeless service agencies. California and the City, likewise require funded homeless services agencies to enter contact and client information into the HMIS. Data reports derived from HMIS are used for state and federal reporting and guide planning and program monitoring at a local level.

- *Measuring Impact.* Through the use of standardized HUD Performance Measures, HMIS reporting and the PIT Count, the impact of programs and services can be measured, allowing funding to be targeted in the most effective manner.
- *Low-Barrier Approaches to Services.* Programs and services do not screen people out for assistance because of perceived barriers to housing or services, including, but not limited to, lack of employment or income, drug or alcohol use, or having a criminal record. Programs and services have a welcoming approach and provide accommodations for people to retain their possessions, stay with their loved ones, experience privacy and dignity, and keep pets close by.
- *Trauma Informed Services.* Understanding the impact of past trauma on individuals will aid service providers in designing programs to help people heal. Many individuals have histories of abuse and violence which may result in fear, acting out and other negative interactions. To be effective, service providers need to understand trauma and how to address it.
- *Person-Centered.* All aspects of services incorporate participant choice. Choice can include location and type of housing, level of services, and other options allowing for participation in decision making.

### Commitment to Collaboration and Partnerships

The City administers, coordinates, and distributes funding for housing and homelessness services through its Economic Development Department. Funding allocations, program design, implementation, and monitoring are conducted in partnership with the SJCoC, the County, and other local governments, as applicable.

The City maintains a seat on the SJCoC governing body and City staff have attended all SJCoC membership meetings, and currently serve on numerous committees, including: Strategic Planning Committee, Data and HMIS Committee, Shelter Committee, Outreach Committee, Housing Committee, and Coordinated Entry System Committee.

*Continuums of Care:* Continuums of Care (CoCs) are local planning bodies that coordinate federal funding allocations to address homelessness and assist homeless individuals and families move into permanent housing. The federal Department of Housing and Urban Development provides guidelines for the operation and management of CoC program activities and requires CoC's to submit annual reports on homelessness, including counts of persons affected by homelessness, service capacity and utilization data, and performance benchmarks.

### Research Methodology

This Plan reflects the input from many community members and an extensive review of data and reports. To fully understand the issues, concerns, and gaps in the services system, extensive interviews and discussions were held with individuals and families who are experiencing homelessness, individuals who had lived experiences of homelessness, youth with lived experiences of homelessness, administrators of the Public Housing Authority, the County Health Care Services Agency, and the County Whole Person Care homeless outreach initiative. Group discussions were held with the Housing Justice Coalition of the Reinvent South Stockton Initiative and the SJCoC Strategic Planning Committee.

The Plan also encompasses a survey, conducted by the United Way of San Joaquin, of 243 unsheltered individuals living in homeless encampments and other locations. Survey results provide valuable information on the challenges surrounding homelessness, including how to best serve unsheltered individuals and insight into why shelters are not at full capacity.

The Plan is also based on the review and analysis of state and local data, reports, and needs assessments as described in the figure below.



## 2. Assessment of Current Conditions

### Description of the Homeless Response System

The major responsibilities to assist homeless individuals and families experiencing homelessness to obtain stable and maintain housing are principally divided between cities, counties, and Continuums of Care. Within the local region:

San Joaquin Continuum of Care serves as the regional coordinating entity over homeless services. The goal of the SJCoC is “to provide a comprehensive, coordinated homeless, housing, and services delivery system.” SJCoC is governed by a membership body and a 19-member governing board made up of representatives from local homeless serving organizations, people with lived experiences, representatives of different local governments, including the City of Stockton, and the Housing Authority of San Joaquin. SJCoC oversees the US Housing and Urban Development’s Continuum of Care Program funds and provides grants to organizations to meet the needs of the community. The County serves as the fiscal agent for the administration of SJCoC planning funds and project grants. The CoC is unstaffed, and day-to-day operations are completed through several standing committees led by volunteers.

San Joaquin County oversees the health and human services safety net system. Responsibilities include oversight for veterans’ services, public health care, behavioral health care, CalFresh, CalWorks, and access to health insurance, general relief, and other benefit programs. The Human Services Agency also

oversees special programs to protect vulnerable individuals including older adults and children who have experienced neglect and abuse. Within the homeless system of care, the County is responsible for maintaining the system that identifies and links those experiencing homelessness with existing services and supports. The County also receives local, state, and federal funds earmarked for homeless services and can allocate funds to meet identified needs.

The City of Stockton, like other local units of government, is responsible for the safety and wellness of its residents. Core functions include the maintenance of local roads and rights-of-way, the preservation of city waterways and parks, police and fire responses, assurance of safe buildings and residences, and the creation of a city environment conducive to the economic prosperity and wellbeing of its residents. Within the homeless system of care, the City is responsible for creating an environment in which a continuum of housing options exists and flourishes for people at all income levels and ensuring there are plenty of spaces throughout the city for indigent individuals and households to get their basic needs met.

The SJCoC, the County, and the City administer and distribute funds to a range of local programs to meet core needs and objectives. Through SJCoC, the City and the County work collaboratively and in partnership with regional stakeholders to identify issues and to develop a regional coordinated response to homelessness. Finally, it is important to identify the role and contribution of the Housing Authority of San Joaquin. Operating with federal oversight, local housing authorities are tasked with administering public housing projects and the distribution of housing choice vouchers – a national program that subsidizes a portion of rent payments directly to landlords. Over the past five years the Housing Authority of San Joaquin has worked aggressively to increase its portfolio and has significantly added to the City's housing stock of both affordable rental apartments and permanent supportive housing for people who are homeless.

The primary entities that meet the day-to-day needs of those who are homeless are the local community-based organizations, faith based institutions, and emerging grassroots collections of neighborhood activists and people with lived experiences working jointly to make change in their neighborhoods and communities.

The service continuum is comprised of many significant partners, who provide a broad range of services. These include:

- Housing developers and affordable housing providers
- Housing navigators, helping to find and maintain housing
- Providers of emergency shelters and other temporary dwellings
- Outreach teams, providing a mobile, on-site health, case management, and other services
- Food pantries, meal programs, clothes pantries, etc. in fixed locations to meet basic needs
- Health and behavioral health clinics

State and federal **performance measures** are tied to the types of activities that are within the purview of homeless services and include indicators based on successful outcomes, such as:

- The number of homeless people who obtain permanent housing
- The number of homeless people who are placed into a rapid re-housing program



- The length of time people experience homelessness
- Utilization of emergency shelter programs
- Effectiveness of outreach services, as measured by linkages to shelter or housing
- The number of people who become newly homeless or return to homelessness

## Utilization of the Homeless Response System

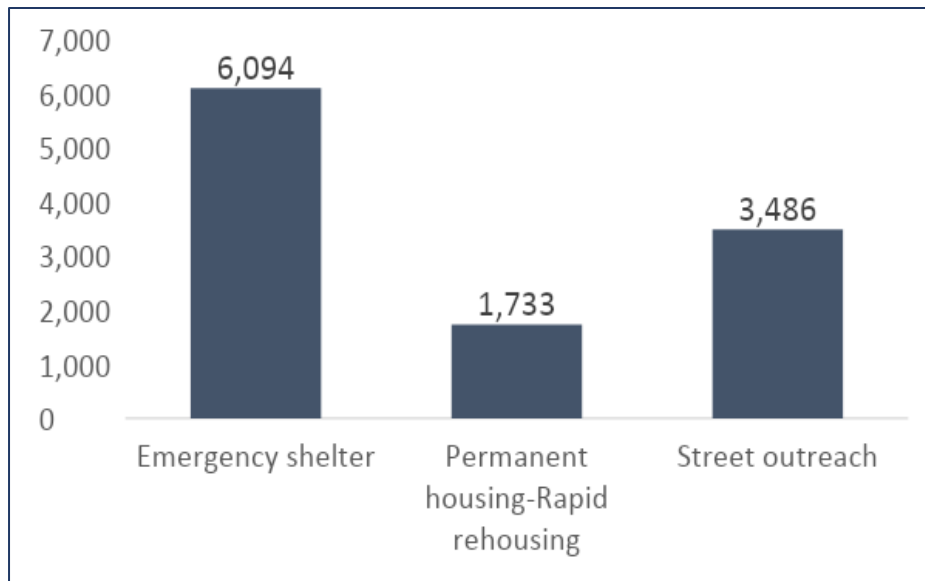
### Service Utilization, Over a 12-Month Period

The SJCoC produces homelessness service utilization reports through the HMIS system. The current report covers a period from 4/1/2021 to 4/2/2022 (referred to below as “reporting period”). Whereas the PIT Count provides a one-day snapshot of homelessness in the County, this data provides a much fuller understanding of service utilization across the SJCoC over a 12-month period. Select findings from that report are summarized below.

During the reporting period, **the SJCoC served 9,390 people**, representing 6,741 unique households, of which 1,635 were chronically homeless.

Emergency shelter was the most utilized services, followed by street outreach, then permanent supportive housing or rapid rehousing (Figure 1).

*Figure 1. Clients Actively Enrolled in Programs in San Joaquin County by Intervention Type*



According to the HMIS reports, people who are Black or African American represent a larger enrollment in emergency shelter compared to the population experiencing homelessness. However, people who are white and people who are Black or African American have similar enrollment numbers in permanent supportive housing or rapid rehousing programs.



### Service Utilization, One Day in January

A local Housing Inventory Count (HIC) is completed annually on one day in January, in conjunction with the PIT Count. HIC data is reported annually to the Department of Housing and Urban Development and is an important component of local program monitoring. The report tallies the number of beds and units available on the night designated for the count by program type, and includes beds dedicated to serve persons who are homeless as well as persons in permanent supportive housing.

**Emergency shelters:** Any facilities that provide temporary shelter for the homeless and which do not require occupants to sign leases or occupancy agreements.

	<u>Total Shelter Beds</u>	<u>Occupancy</u>	<u>Utilization Rate</u>
San Joaquin County	1,161	804	69%
City of Stockton	554	338	61%

**Rapid Re-housing:** Rapid Re-housing (RRH) is a form of permanent housing that provides short-term (up to three months) and medium-term (4-24 months) tenant-based rental assistance and supportive services to households experiencing homelessness. RRH is intended for individuals and households that are unlikely to need long-term support services to stay housed.

**Permanent supportive housing:** Permanent supportive housing (PSH) is an evidence-based housing intervention that combines on-going rental assistance with supportive services such as health and mental health care for chronically homeless households. PSH is intended for individuals and households that will likely need long-term, ongoing support services to stay housed.

Location information is not available for RRH or PSH programs, because some programs operate on a voucher / rental assistance basis and location of the program (headquarters) is not reflective of where people are living.

	<u>Total Bed Capacity</u>	<u>Occupancy</u>	<u>Utilization Rate</u>
Rapid Re-housing	290	290	100%
Permanent Supportive Housing	722	577	80%

All RRH units are fully utilized and the wait list to receive RRH services is long, as of April 1, 2022, there were 817 people enrolled and waiting for placement through RRH. Actual enrollments in RRH are lower somewhat lower than indicated by the HIC data, which measures “beds,” inclusive of all individuals housed within a family unit. The SJCoC HMIS report shows approximately 150 enrollments in RRH programs in January 2022. Similarly, it reports approximately 450 enrollments into permanent supportive housing, somewhat lower than the bed count described by the HIC. Approximately 270 individuals are enrolled and waiting for placements in permanent supportive housing. It is also likely that some of the capacity counted and reported through the HIC in January was pending a grand opening of a housing development at the time of the count, and while underutilized at the time is now more fully subscribed.

## Service Utilization, Findings from a Survey of Unsheltered Individuals

In 2021, the United Way of San Joaquin conducted a survey of 243 unsheltered individuals in San Joaquin County, among which 51% were residing in Stockton at the time the survey was taken. The survey, designed with the assistance of the University of Pacific (UOP) Center for Business and Policy Research and the San Joaquin County District Attorney's Office Research and Planning Unit, followed a scripted 15 minute interview to learn more about how people came to be homeless, the services they utilize, experiences on the streets, and how they describe their own health and wellbeing. The survey was administered by United Way with the assistance of the San Joaquin County Office of Education – who placed the survey on a mobile application – and with the volunteer efforts of UOP students and Salvation Army staff to conduct the survey. Survey participants were compensated with a \$20 gift card in honor of their time and generosity in sharing their stories. Data was compiled by the San Joaquin Data Co-Op. A full report is pending and is due in late summer 2022.

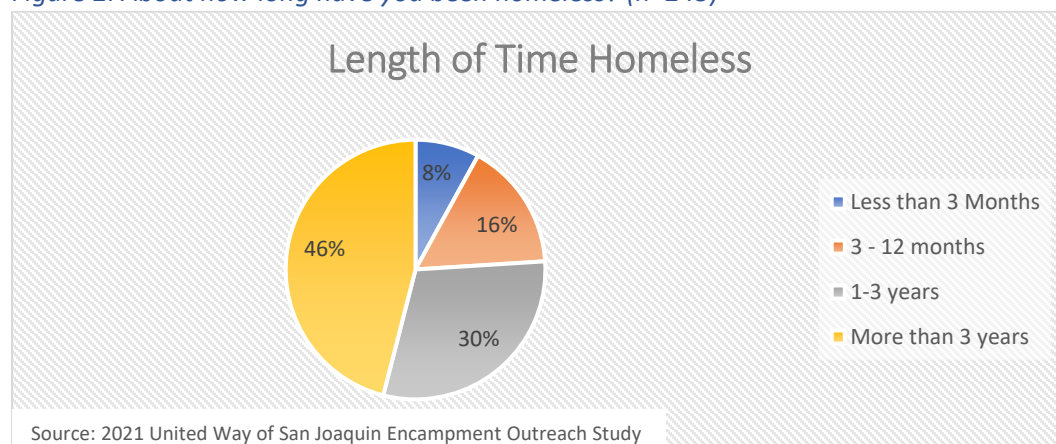
In the survey, people living on the streets talked candidly about their experiences and decisions to stay unsheltered. Many respondents had utilized shelter services on occasion (53% of survey participants) and indicated a myriad of reasons for not using shelters with more regularity. The most frequent issues described included past “bad experiences” or a feeling of being “not welcomed.” For people that had never used shelter services, reasons ranged from “not able to bring pet” (24%); “not able to be with partner” (14%); and “safety concerns” (14%). Among those interviewed 34% have at least one pet, and many have two or more pets. Many respondents (39%) also reported having a spouse, partner, or friend that they trust who is usually with them.

Additionally, preliminary findings from the data suggestions:

- 86% receive hot meals from a church program or dining room and 50% get meals frequently.
- 57% are CalFresh recipients (food stamps) and 64% get groceries from food pantries.
- 82% get hygiene supplies and other necessities from homeless outreach workers.
- 76% have health insurance and 55% have a doctor or clinic they go to if sick or hurt.
- 53% slept in encampments, 26% slept on the street, and 20% slept in a car during the past week.

Critically, many of those interviewed reported long stretches of homelessness, and discussed their frustration and hopelessness in ever finding a permanent place to live (Figure 2).

*Figure 2. About how long have you been homeless? (n=243)*



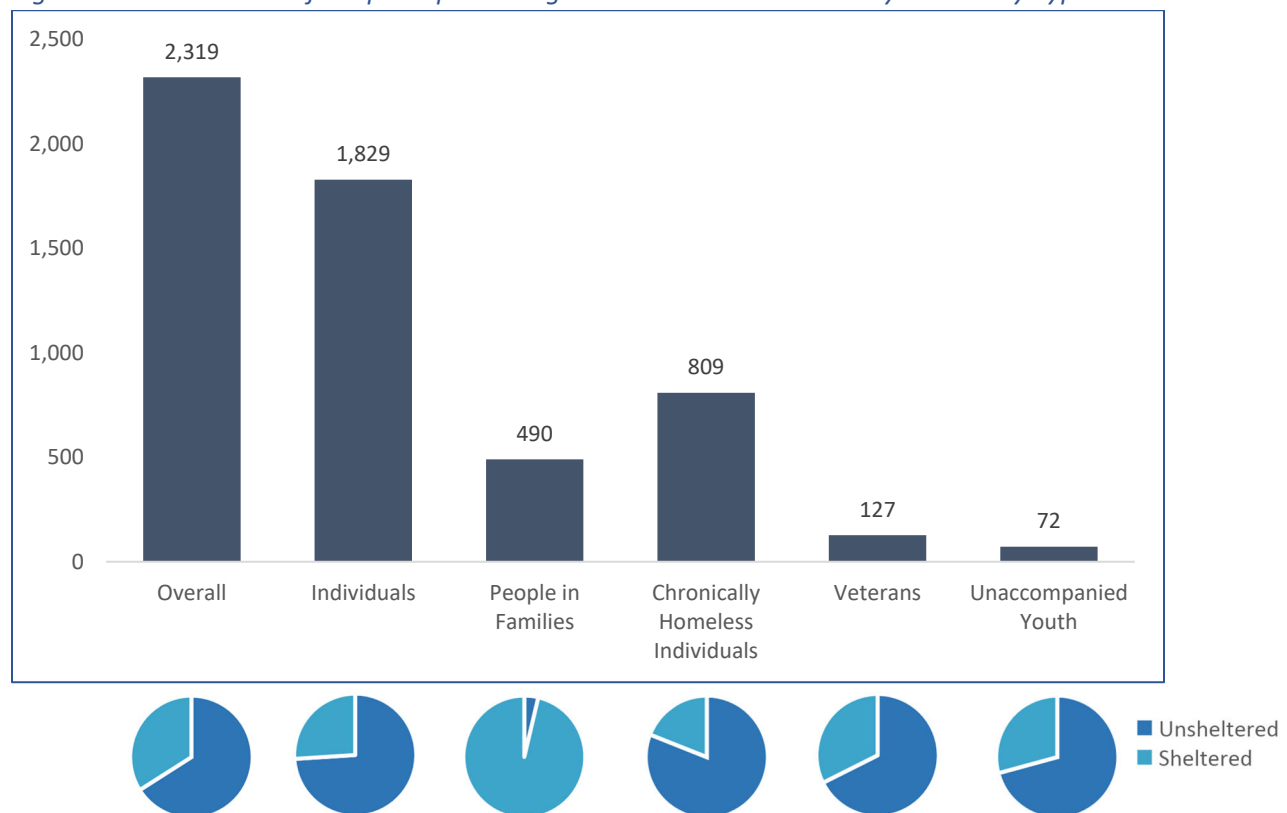
## Point in Time Count of People Experiencing Homelessness

### Findings from the Countywide PIT Count

The SJCoC 2022 PIT Count identified 2,319 individuals experiencing homelessness in the County on the day of the count. Over half (58%, n=1,355) were in unsheltered locations such as on the street, in abandoned buildings, or in other places not suitable for human habitation, and 42% (n=964) were in sheltered locations—emergency shelters or transitional housing programs. The majority (79%) were individuals, and the rest were people living in families with children. Among the individuals counted, 72 were unaccompanied youth (people under the age of 25 experienced homelessness on their own) and 127 were veterans. There were 809 individuals experiencing chronic homelessness in the County during the 2022 PIT Count, representing 35 percent of the homeless population. Over 80 percent of individuals experiencing chronic homelessness in the County are unsheltered (Figure 3).

*Point in Time Count:* HUD requires CoCs to conduct an annual local needs assessment in the form of a Point-In-Time (PIT) Count. The PIT Count identifies the number of individuals and families experiencing homelessness on a single day each January. PIT Counts provide a snapshot of the extent and composition of homeless populations in their regions. In even numbered years, the count is comprised of people in shelters. In odd numbered years, the count includes both sheltered and unsheltered individuals. Unsheltered individuals are counted by canvassing encampments and locations frequented by homeless populations.

**Figure 3. Total Number of People Experiencing Homelessness in the County in 2022 by Type**

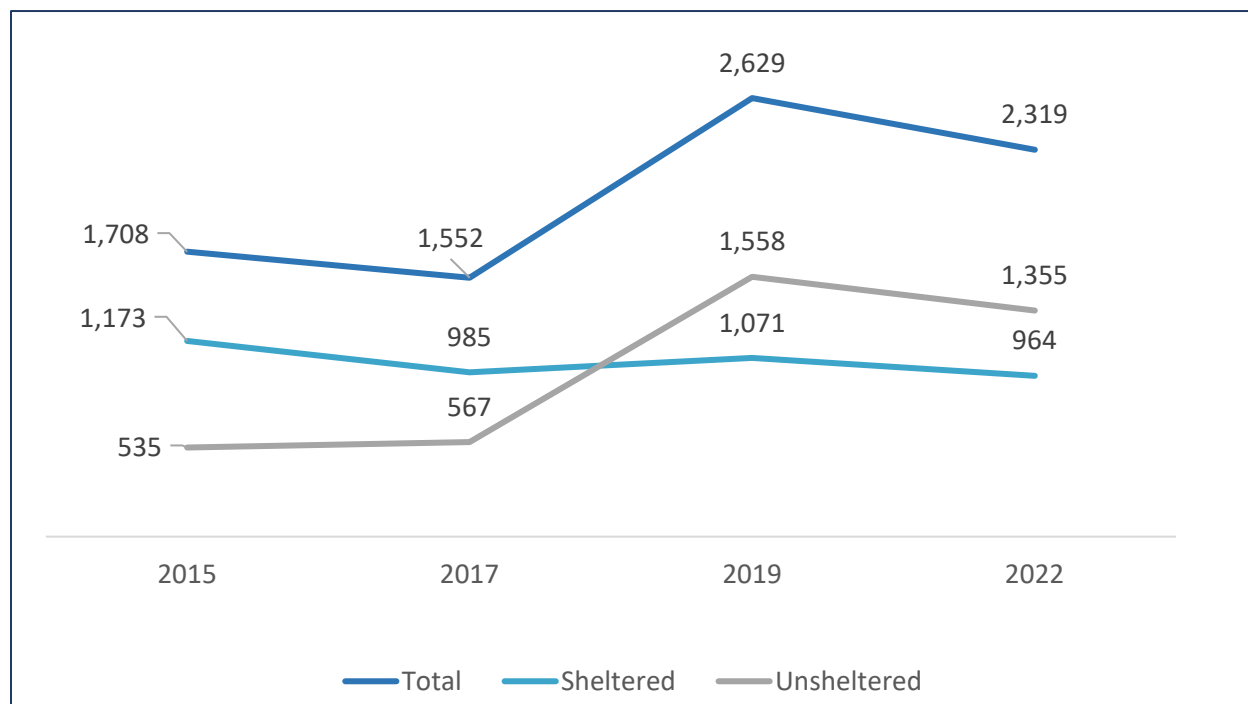


Source: 2022 SJCoC PIT Count

## Trends in PIT Count of Persons Experiencing Homelessness

Figure 4, below, shows the PIT Count trend in homelessness in the County since 2015. Interpreting the year-to-year increases or reductions in homelessness is difficult due to significant changes in counting methodology of unsheltered homeless in both 2019 and 2022.<sup>iv</sup>

*Figure 4. PIT Count of People Experiencing Homelessness in the County by Year*



Source: 2015 & 2017 CA-511 HUD PIT Report; 2019, 2022 SJCoC PIT Count

Unsheltered homelessness rose rapidly between 2017 and 2019. Whereas most persons experiencing homelessness were sheltered in 2017, by 2019 the majority were unsheltered (Figure 2). The gap between sheltered and unsheltered persons remains relatively consistent from 2019 to 2022 (59% and 58%, respectively). Notably, there appears to be slight decline in the total number of people counted as homeless between 2019 and 2022, though additional data is needed to verify this finding. Additional key findings include:

- While nationally the number of veterans experiencing homelessness is declining, and some states and communities have reached functional zero for veteran homelessness, the percentage of persons experiencing homelessness who are veterans in the County remains relatively unchanged from the PIT Count in 2019 to 2022 (6% of total homeless in 2019 and 2022).
- The percentage of individuals experiencing chronic homelessness has increased from 27 percent in 2019 to 35 percent in 2022. This means that more people experiencing homelessness stay unhoused for longer periods of time.

## City of Stockton PIT Count Findings

Stockton is the largest city in the county and the hub for many available services. As expected, most people counted as homeless through the PIT are located in Stockton (1,370 or 59%). The general trends of homelessness presented for the County above can be considered a close representation of the picture of homelessness on a single day in January in Stockton. Key findings in reviewing City specific data, include:

- Seven percent of individuals experiencing homelessness in the City were veterans (92 out of 1,370); 36 percent were experiencing chronic homelessness (491 out of 1,370), and 4 percent were unaccompanied youth (53 out of 1,370), similar to County trends.
- Persons who are Black or African American are overrepresented among individuals experiencing homelessness in Stockton—comprising 28% of the City’s homeless population and 12% of the City’s population.
- While 44 percent of Stockton residents identify as Hispanic/Latino, this group makes up 31 percent of the City’s homeless population.
- Like the county, the state, and the nation, more males experience homelessness in Stockton than females (66% versus 34%).
- Just over one quarter (27%) of individuals experiencing homelessness in Stockton reported having a significant mental illness and the same percentage reported having a substance use disorder.

## Feedback from Stakeholders

In March 2022, several discussions were held to gather input on how best to prioritize HHAP Round 3 funds. Commonalities and key priorities emerged in all groups, though the discussions with persons with lived experiences focused more on immediate service and housing needs and less on systems and capacity building activities. The need for affordable permanent housing and permanent supportive housing was identified as the overwhelming priority, especially for those with medical and behavioral health concerns.

### *“This is a completely under-resourced system”*

Most of those interviewed strongly believe that the PIT Count, HMIS and CES were foundational to a successful system, but believed these systems supports lack sufficient funding, staffing, and resources to adequately meet expectations. Many recommended critical improvements to the fledgling service system. Specifically, that the HMIS was complicated and underutilized, and that outreach, training and support should be conducted to ensure that all services were counted in the system; the CES needs to be more robust, and people need to be educated in accessing it; and the next PIT Count needs to be better organized, standardized, and funded.

### *“We don’t need more strategy; we need more resources”*

People working in the homeless services system are pleased about the numerous people willing to work together to make change and excited about the new state and federal funding opportunities on the horizon. Although there are pockets of coordination and collaboration, the entire system is missing an overarching accountability structure. Better leadership and coordination on funding opportunities was

mentioned by several individuals. There is a sense that the CoC should be better organized with a more focused board and a narrower set of expectations and responsibilities for board members. Many stakeholders recommended dedicated staffing for the CoC, especially as it pertains to financial accountability, project monitoring, and coordination of effort across the all-volunteer committees.

***“We need housing above all”***

***Increase availability.*** Waitlists for housing support can exceed two years, and once a housing voucher or rent support is made available, there are still no units within an affordable price range or willing to accept them as tenants. Service providers felt that in order to move people out of homelessness and into housing, the system will need to control a larger supply of housing. Under the current rental market, with a less than 2 percent vacancy rates, programs are paying costs significantly above market rents to house homeless individuals.

***Case management to address client needs.*** Individuals and families need more programming about how to manage and maintain housing, and how to break the barriers to obtaining housing. There is broad agreement that it is a misconception that persons experiencing homelessness do not want to work, though many experiencing homelessness said that lack of water for basic hygiene makes seeking and maintaining employment difficult. Overall, participants recommended more supports to prepare (including training programs), search, and apply for jobs.

***Ensure the type of housing meets the unique needs of clients. “Safety, affordability, and stability”***

Both adults and youth stated that the type of housing offered was less important than having long-term, stable, affordable, and safe housing that is located close to services and resources. Individuals were willing to consider co-housing situations as long as they had their own room with a door that locks to ensure their safety and the security of their belongings. Housing providers additionally noted the need to be innovative around the types of housing and encouraged thinking beyond typical single-family houses and apartments (i.e., tiny homes, renting rooms, converting unused hotels and motels to housing, pods, and individual and efficiency units, like dorms).

***“We have to choose between being separated, but sheltered; or together, but unsheltered”***

***Decrease barriers to access.*** Shelters should have sufficient capacity to accommodate the need. Shelters were perceived as being often full and being selective in determining who can stay. Couples with no children described choosing between living apart in a shelter or living together on the street. Stakeholders felt that shelters were underfunded and needed larger facilities and more staff. Some participants described frustration at how long it takes to get help, reporting that they had been in shelters for so long, they had given up on getting help. In response, participants recommended that housing navigation services should be located within the shelters, not at an agency across town. Additionally, youth recommended separate shelters for adults and youth.

***Safe parking and camping are needed to provide some stability and personal safety.*** Safety and stability were two of the major concerns of individuals with experienced living on the street. Many had seen individuals, or were themselves, severely injured by automobile hit and runs, freezing weather, and violent crimes, including sexual assault. Harassment from the police were also cited as an additional danger. Stakeholders described the difficulties entailed in constantly having to move their camp site, especially for people with disabling health conditions. Participants described forced moves from areas

of (relative) safety to more precarious locations or further from needed services. They expressed a need for a fenced area to be left alone to sleep. With the lack of housing, many unsheltered persons expressed an aspirational goal of saving money to get an RV and expressed a need for a safe, monitored place to park.

*Scarce opportunities for youth experiencing homelessness.* Youth and young adults interviewed were exuberant in their praise of a few service providers with special expertise in working with youth. However, youth were more critical of other agencies without a similar mission. Some participants expressed a sense that mainstream service providers “weren’t interested in helping” youth and that there was a bias or prejudice against them that made the process more difficult. Access to therapy and mental health services was described as pivotal and participants recommended incorporating behavioral health interventions in all youth serving programs.

The SJCoC Youth Action Board identified a workforce capacity need around cultural competency. Specifically, that funds be made available for required and specific, trauma informed trainings to address the inequities, disparities and dynamics of youth experiencing homelessness. They also stated the need for additional program monitoring to ensure service providers are meeting program objectives and adhering to practice guidelines, including those focusing on addressing trauma and disparities.

Finally, youth with lived experiences in homelessness suggested that youth be given priority for housing, due to their vulnerabilities, lack of credit, income, and rental histories. They suggested that transitional housing programs would allow youth to live safely while building credit and housing histories.

### Achievements: New and In the Pipeline

In the two years since the 2020 Strategic Plan was adopted, collaboration between public and private organizations involved in plan development has resulted in notable accomplishments.<sup>v</sup>

#### Expanding Housing Opportunities

Some of the new Stockton-based, permanent housing projects for homeless individuals, recently developed or in the pipeline, include:

- *Town Center Studios:* In 2020, the City approved \$4.2 million in match funds for a motel conversion project jointly developed by STAND Affordable Housing and Central Valley Low Income Housing. The resulting project, Town Center Studios, has 20 rehabilitated units with an additional 20 units in development.
- *Crossways Residences:* The City has partnered with the Housing Authority of San Joaquin and County Behavioral Health by providing strategic funding for 42 permanent supportive housing units for individuals with severe mental illness. Mental Health Services Act funds were also used in the rehabilitation and operation of the three housing facilities.
- *Sonora Square:* The City has partnered with the Housing Authority of San Joaquin and County Behavioral Health by providing strategic funding for a 37 unit apartment building to house people with serious mental illnesses who are struggling with homelessness. The project includes funding from California’s No Place Like Home program.



- *Park Center Residences:* The Housing Authority has recently gained approval to begin construction of 51 housing units for people with serious mental illnesses in close proximity to the public library and other municipal services.
- *Calaveras Quarters Project:* An application to the State of California for Homekey Housing funds was recently approved with matching City and County funding. The project will convert a 121 room motel into 68 one-bedroom apartments for extremely low-income households and homeless youth.

### Expanding Services

New and expanded service and supports are also being created throughout the City, including:

- *Progressive Housing:* Stockton Self-Help Housing and County Behavioral Health developed scattered-site Permanent Supportive Shared Housing facilities for over 60 individuals with severe mental illness who were homeless or at risk of homelessness. The City provided HHAP funding for additional services. Mental Health Services Act funds are used for operational costs.
- *Stockton Shelter for the Homeless (SSH):* Stackable, modular units are currently under construction for Stockton Shelter for the Homeless. Upon completion, the facility will provide 180 new low-barrier shelter beds and a navigation center offering substance use disorder treatment services, mental health services, case management, and housing navigation services.
- *Navigation Services:* The City provided strategic funding to the Family Resource and Referral Center to update its 211 call center to better assist homeless individuals locate and access the services they need and support the development of a CES.
- *Assessment and Respite Center:* The City Economic Development Department and Police Department have partnered with Community Medical Centers and County Behavioral Health on the establishment of an Assessment and Respite Center for homeless individuals in need of mental health care, substance use disorder treatment (including medication-assisted treatment for opiates), and a safe place to stay during assessment and initial treatment. The Economic Development Department provided strategic funding for the facility and Stockton Police provides on-going referrals through its *Law Enforcement Assisted Diversion* program.
- *Homeless Outreach Team (HOT):* Stockton Police and Fire Departments partner with a number of public and private organizations on a multi-agency HOT to ensure that homeless encampments were safe, to provide health care and behavioral health services, and to encourage individuals to move to shelters or housing. Partners include County Behavioral Health Services, Whole Person Care teams, Community Medical Centers, San Joaquin County District Attorney's Office, and County Public Health Services.



## Strengths and Challenges

### Delivery System Strengths and Challenges



The service system has many strengths. The SJCoC is well attended and there are many partners willing to collaborate. The 2020 Strategic Plan was adopted by every major city within the County and serves as a framework for coordination and collaboration.

Partners across the service system have solid agreement on the use of a CES, HMIS, and the Housing First model. There are many diverse service providers available and new state funding is scheduled to become available. New and expanded shelters are being developed and new navigation centers are being established.

There are also a number of challenges in the service system. Data shows that the workload is increasing and points to some opportunities for improvement. Homelessness increased 37 percent between 2015 and 2019. There was a large increase in the number of unsheltered individuals between 2018 and 2020, yet there is also a high vacancy rate at emergency shelters. Black or African Americans are disproportionately affected by homelessness

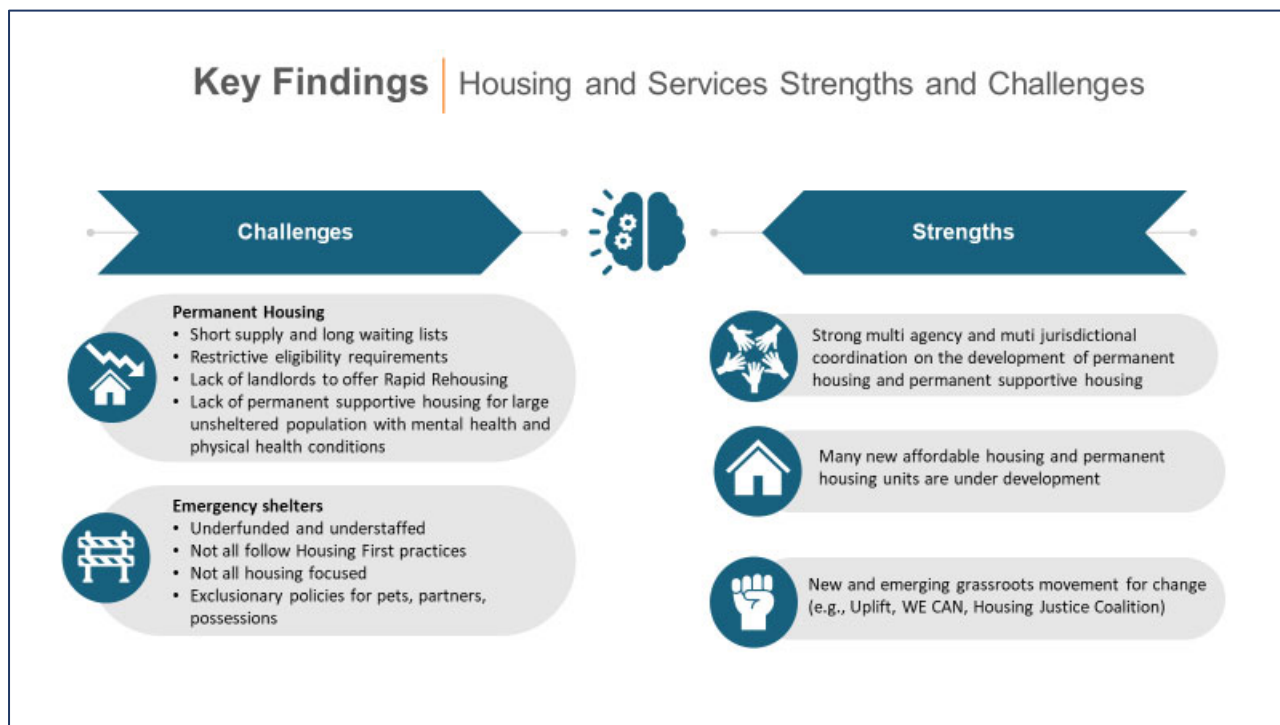
The service system is complex with numerous services, all with their own eligibility requirements. The CES is not fully operational, and many find the system very difficult to navigate. The CES needs to be welcoming and responsive to youth and to disproportionately impacted populations.

The service system is also underfunded and under-resourced. There is a need for sustainable long-term operational funding for homeless assistance activities. The HMIS is viewed as complicated, underutilized and needing higher levels of funding to produce quality data. The 2022 PIT Count widely thought to be inaccurate due to not being standardized and not reaching all areas. Service coordination could be

improved to reduce duplicate services. The region would benefit from better leadership and coordination around funding opportunities.

There is no common understanding of equity issues or actions to address them. The service system could benefit from additional discussions and workforce training in the areas of trauma and cultural competency.

### Housing and Services Strengths and Challenges



Similarly, the Housing Service System has many strengths. There has been strong multi-agency and multi-jurisdictional coordination on the development of permanent housing and permanent supportive housing. Many new affordable housing and permanent housing units are under development. The public housing authority is active and engaged.

The challenges of the Housing Service System fall to both emergency shelters and to permanent housing. Emergency shelters are underfunded and understaffed. Not all shelters follow Housing First practices. There is a need for shelters that are clean, safe, allow people to live with their partners and pets, and have a place to store their possessions. Shelters would benefit from capacity building to address how to safely incorporate Housing First practices in their operations. The goal of emergency shelters should be to exit people to permanent housing, but only a very small percentage do.

Permanent housing is in very short supply and there are long waitlists. Many individuals are unable to access permanent housing due to restrictive eligibility requirements and qualifications. Rapid rehousing programs are facing challenges as landlords are no longer willing to rent to very low-income families and/or individuals that participate in subsidized housing assistance programs. There is a great need for permanent supportive housing due to the large proportion of unsheltered individuals with mental health and physical health conditions.

### 3. Resource and Investment Landscape

#### Types of Funding Allocated Towards Homelessness

Funds received by the City of Stockton, from both federal and state sources, are divided into two categories: One-time funds for special purposes and ongoing funds that can sustain operations. Currently, the City of Stockton is planning on using a variety of one-time funds for specific purposes. These include:

- *American Rescue Plan Act (ARPA)*: The City of Stockton is allocating nearly \$12 million in ARPA and \$6 million in HOME-ARP grant funds for projects to address housing and homelessness. Pivotal, these funds are being applied as matching funds for new affordable housing developments for extremely low-income households and as operational funds for low-barrier shelters and safe camping or parking projects.
- *Homekey Grants*: Homekey is a statewide initiative to rapidly expand housing for persons experiencing homelessness or at risk of homelessness. Competitive grant funds are available to develop a broad range of housing and/or to convert existing buildings into permanent housing. The City of Stockton has submitted three applications in partnership with local developers and community partners. The Round 1 submission was approved and creates 40 units of permanent supportive housing. Of the two other projects submitted for Round 2, one has been approved and one is conditionally approved. While Homekey brings in new resources, awards are conditional upon local match funding, the City of Stockton applied ARPA funds and HHAP Round 2 funds as matches to the planned projects.
- *Homeless Housing, Assistance, and Prevention (HHAP) Program Grants, Rounds 1, 2, 3, and 4*: Established by the Legislature (AB 140), HHAP provides non-competitive grants to Counties, Continuums of Care, and the 13 largest California cities, including Stockton, in accordance with the number of homeless persons that are located in the community. Grants are slated to be released in four rounds and must be spent according to criteria established by the legislature. Stockton has received the first two rounds and is planning for the release of Rounds 3 and 4. This Homeless Action Plan is a requirement for Round 3 funding.

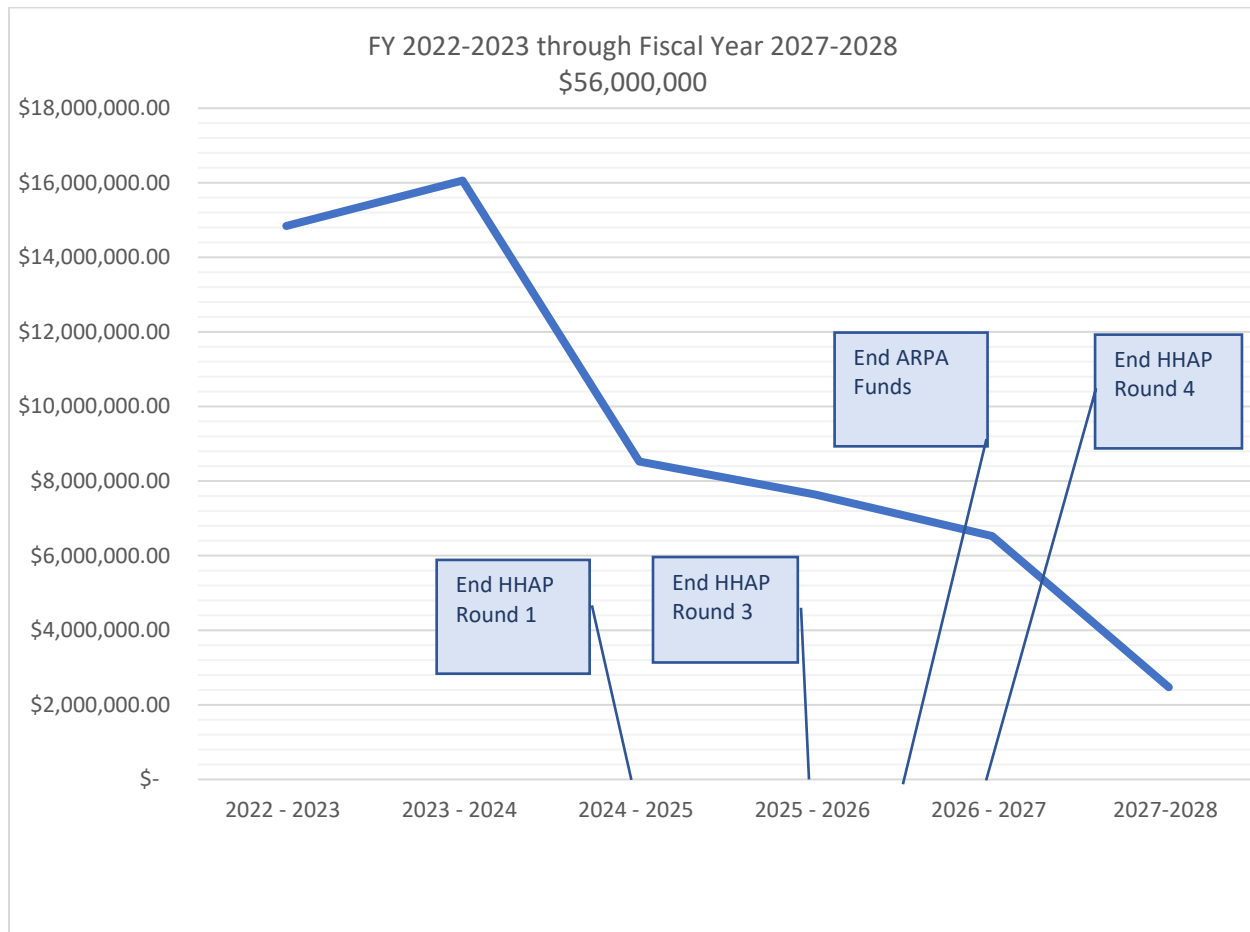
Starting in 2024-25, funding becomes less certain, and by 2027-2028, the only anticipated funding is through ongoing federal allocations via HOME, Community Development Block Grants, and Emergency Solutions Grants, for a total of approximately \$2.5 million. The availability of additional funds through renewed state and federal grant applications is likely, though not certain. Additionally, the State Legislature appears to be exploring mechanisms to create a permanent funding source for homeless and housing related projects across the state, including a slate of new measures proposed for the November ballot that could increase state tax revenues.

#### Planned Revenues and Expenditures: July 2022 – June 2028

The figure below, shows only those revenues that are currently secured, meaning those revenues that are guaranteed to be received. With no additional revenues by 2027-2028, the only funds coming to the City to address homelessness are long standing federal funds, including federal HOME investment

partnership block grants, Emergency Solutions Grants (ESG), and Community Development Block Grants (CDBG). ESG and CDBG funds are primarily for emergency support services for homeless individuals, including food and meal programs, mobile outreach, and emergency tenant assistance to prevent homelessness. HOME block grants are used to stimulate affordable housing production.

*Figure 5. Secured Revenues, All Available State and Federal Funds*

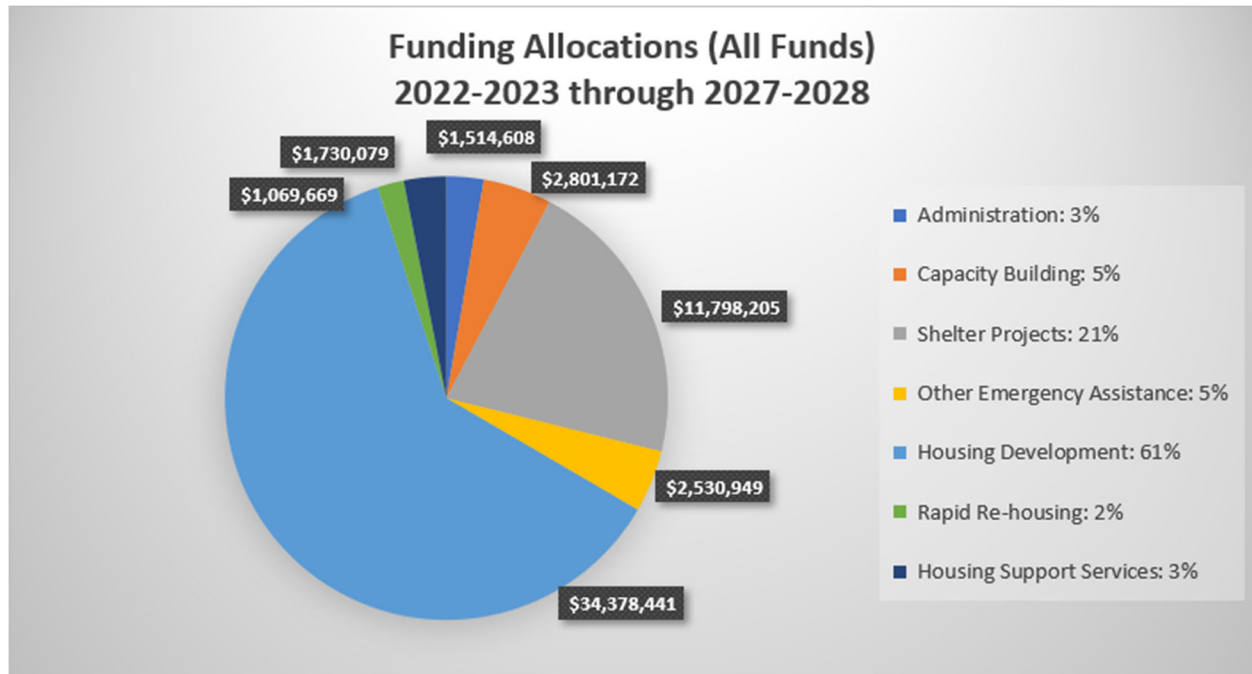


This Action Plan charts a course for the City as it contemplates both existing (secured) funds and any potential (anticipated) new revenues that may come in the future. As a framework the Action Plan looks to achieve the following:

- A. Meet the Vision, Directive, and Goals described in the Guiding Principles of Page 4.
- B. Achieve objectives through careful stewardship of available funds, and only commit to projects that can reasonably be sustained over time.

The multi-year Budget Guide, included in Section 5 below, charts a potential course for City expenditures given goals and objectives. Notably, the budget recommends that 61% of anticipated funding be directed to one-time housing development projects, another 5% of funds is allocated to short-term capacity building projects and \$2.3 million to shelter construction. These projects, totaling nearly \$40 million, account for a large portion of anticipated one-time funds.

Figure 6. Funding Plan, All Available State and Federal Funds



Of the remaining \$16 million in funding available over the next six years, \$12.7 million is allocated to shelter operating subsidies, tenant assistance, and emergency assistance. Of this amount over \$9 million is allocated to operating subsidies for new projects (both shelter expansions and a safe camping or parking site) and must be spent within five years, or by the end of FY 2026-2027. This provides an annual allocation of \$1.8 million to contribute to operations for existing, as well as the 300+ planned new low-barrier shelter beds and approximately 50 safe camping or parking sites.

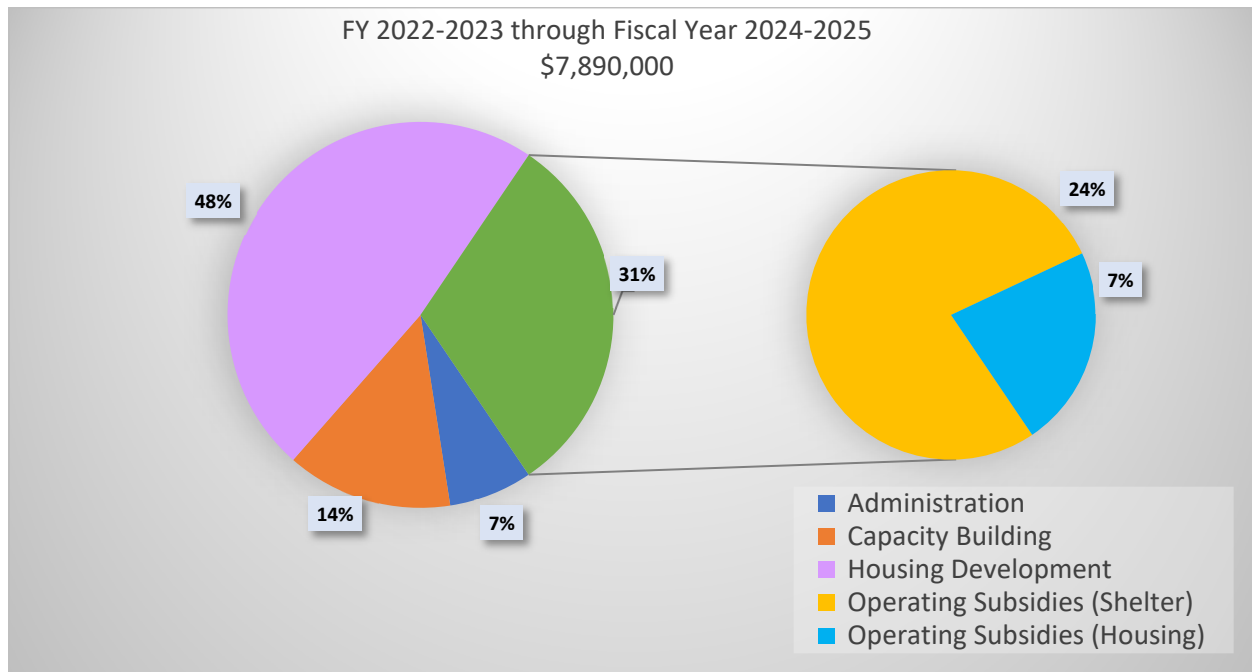
- Allocated funds are insufficient to meet shelter projects as scoped.
- This Action Plan does not identify funds to sustain shelter operations over time.

The City anticipates that new sheltering and camping projects alone will likely require \$6 million in dedicated funding, annually, to sustain operations. Though funding is not identified at this time, the City is making every effort to work in partnership with regional partners, community leaders, and program staff to develop a long-term sustainability plan for emergency sheltering projects.

### HHAP Budget Summary

New allocations of Homeless, Housing, Assistance, and Prevention program funds are anticipated in 2022 and 2023. These funds must be spent by June 2025 and 2026, respectively. Each funding Round will bring \$7.9 million dollars to the City for a total of just under \$16 million. Consistent with broader funding objectives, the largest proportion of HHAP funds is allocated toward housing development. Clear recommendations from the State of California, echoed consistently by program stakeholders and people with lived experiences encouraged this investment in the development of permanent housing solutions to enable exits out of homelessness. Recommended allocations for HHAP funds are as follows:

Figure 7. HHAP Round 3 Allocations



Finally, it is recommended that the HHAP Round 4 funds be applied consistent with the funding plan for HHAP Round 3 and as described in this Action Plan.

Additional information about the goals and strategies and how resources will be invested is included in the following section.

## 4. Action Plan: Goals and Strategies

The following sections describe the measurable objectives and outcomes goals adopted by the City, in coordination with the collaborative applicant, to address homelessness within the City and to drive results across the region. The specific outcome goals listed below are reasonable and feasible targets based on planned City investments. Baseline metrics, adopted from HDIS data, are for the region as a whole. Targeted reductions or increases represent the City's anticipated contribution to the regional effort. A detailed, and actionable set of strategies follows. Strategies are framed within the context of the larger strategic plan goals and include detailed information about the current status of the efforts to meet plan goals and planned activities through upcoming HHAP allocations, as well as other state and federal funding. This report concludes with a budget chart showing all current and anticipated expenditures, by funding source, to achieve the City's outcome goals.

## Measurable Objectives

### *Outcome Goal 1A: Reducing the number of persons experiencing homelessness.*

#### ↓ Reduce 5%

Baseline: The annual estimate of the number of people accessing services who are experiencing homelessness for San Joaquin County is 8,034, according to HDIS data from the State of California.

Approach: Through local investments, the City of Stockton anticipates up to 200 units of affordable housing and 50 units of permanent-supportive housing will be developed. It is anticipated that each unit will house 1-2 people for an average of 1.6 persons per unit. This will reduce the number of people experiencing homelessness by approximately 400 individuals, or 5% of 8,034.

### *Outcome Goal 1B: Reducing the number of persons experiencing homelessness on a daily basis.*

#### ↓ Reduce 15%

Baseline: The daily estimate of the number of people experiencing unsheltered homelessness in San Joaquin County is 1,558, according to HDIS data from the State of California.

Approach: The City of Stockton is working with program partners to open over 300 new low-barrier shelter beds. On a daily basis it is anticipated that 240 additional individuals will be accessing shelter services, or 15% of 1,558.

### *Outcome Goal 2: Reducing the number of people who become homeless for the first time.*

#### ↓ Reduce 5%

Baseline: The annual estimate of the number of people who become homeless for the first time in San Joaquin County is 3,520, according to HDIS data from the State of California.

Approach: Recent City investments of over \$40 million in rental assistance funds may contribute to lowering first-time homelessness within the County. Additionally, the City will continue to maintain rapid re-housing programs and support fair housing advocacy organizations to help tenants resolve situations and prevent evictions.

### *Outcome Goal 3: Increasing the number of people exiting homelessness to permanent housing.*

#### ↑ Increase 18%

Baseline: The annual estimate of the number of people exiting homelessness and into permanent housing throughout San Joaquin County is 833, according to HDIS data from the State of California.

Approach: As discussed above, 200 units of new affordable housing targeting homeless individuals are in development. It is anticipated that most individuals who occupy the new units will be homeless, either unsheltered or living in temporary accommodations or shelters, immediately prior to occupancy.



*Outcome Goal 4: Reducing the length of time persons remain homeless.*

↓ Reduce 10%

**Baseline:** On average it takes 72 days between enrollment into in street outreach, emergency shelter, transitional housing, safehaven projects and move-in for persons entering rapid rehousing and permanent housing in San Joaquin County, according to HDIS data from the State of California.

**Approach:** Through investments in the CES and HMIS, the City hopes to streamline processes and quickly move people into housing. More critically, the City seeks to reduce the proportion of people who report being homeless for five or more years from 26% to 20%.

*Outcome Goal 5: Reducing the number of persons who return to homelessness after exiting homelessness to permanent housing.*

↓ Reduce 2%

**Baseline:** Currently, 10% of those housed in permanent housing throughout San Joaquin County return to homelessness, according to HDIS data from the State of California.

**Approach:** The City anticipates completion of several permanent supportive housing units within the next few years, adding 50 new PSH units to the community. These units are paired with mental health case managers who work intensively with clients to manage medications, control behaviors, and stabilize within their homes. With intensive case management and support it is anticipated that more individuals will successfully maintain their housing. Additionally, the City is committing \$200,000 annually to housing providers for onsite case managers and other operating supports as needed to help newly housed tenants stay securely in their homes.

*Outcome Goal 6: Increasing successful placements from street outreach.*

↑ Increase 1000%

**Baseline:** Annually, the State estimates that only 2 people served by street outreach projects exit to emergency shelters, safe havens, transitional housing, or permanent housing destinations. Local stakeholders are confident that this figure is an undercount.

**Approach:** Through funding investment in the HMIS data system, the City anticipates that the number of outreach organizations entering complete service and outcome data into the HMIS will increase. Correspondingly, the City anticipates that at least 200 people annually will be referred to shelters or other housing programs by outreach teams.



## Goal 1: Establish a Coordinated and Engaged Regional System of Care

Strategy 1.1: Establish a Cross-jurisdictional Effort to Create Shared Processes to Access Funding Streams, Identify Community Priorities, and Coordinate the Countywide Homeless System of Care

Strategy 1.2: Improve Data Collection, Measurement, and Analysis

Strategy 1.3: Educate and Engage the Community

### Capacity Building

#### A. Participate in regional efforts to build a homeless system of care

**Current status:** The City participates in a range of regional collaborations to build a system of care with representation on the governing board of the San Joaquin Continuum of Care and most of its committees. The City also works in strategic partnerships with other local municipalities and the County of San Joaquin on various committees and initiatives to address issues pertaining to housing, economic development, youth services, and other areas pertinent to preventing homelessness and maintaining housing.

**Planned Actions:** Continue participation in regional collaborations and initiatives. Procure technical assistance as needed.

#### B. Strengthen City policies and practices to optimize performance-based distribution of City funds

**Current status:** The City is committing to three major approaches to funding: 1) a commitment to equity; 2) a commitment to Housing First principles; and 3) a commitment to using performance measures to manage grant funded activities and achieve desired results. Additional work is needed to optimize City policies and practices around the distribution and review of funds and to ensure that City policies align with desired objectives and best practices.

**Planned Actions:** The Economic Development Department will oversee the distribution of homeless and housing grant funds and work in collaboration with the City Manager's Office, the City Attorney, and other departments to review policies and make recommendations.

#### C. Support local organizational capacity building

**Current status:** Equitable access to housing and resources for everyone experiencing homelessness remains a major concern. At the forefront of the issue are the experiences of single black or African American men who are disproportionately homeless, homeless for longer periods of time, and make up a larger number of those homeless than their counterparts. There are many others that have difficulties getting services and supports including youth, veterans, those with English as a second language, those fleeing violence and abuse, and those with multiple co-existing health and/or behavioral health issues.

The City is working to promote grassroots organizations and emerging neighborhood solutions to address homelessness within communities that are disproportionately experiencing homelessness. Focus group findings include numerous stories of people reaching out for assistance and not getting the support or information necessary to get

assistance in a timely manner. The vision of the coordinated entry system is that there is *no wrong door* for entry; correspondingly there needs to be more places, opening more doors, in ways that are familiar, welcoming, and understood by the people seeking assistance.

Another concern is the lack of available affordable housing in diverse communities. There needs to be access to housing in locations people feel comfortable, near extended family members, and in locations where they have the social supports to be successful.

Community based organizations and service providers are interested in developing agency capacity to scope, develop, and manage housing projects. By investing in local organizational capacity building, the City can help incubate the next generation of housing developers in the region.

**Planned Actions:** The City will invest in organizational capacity building to enhance services and to support local non-profit housing development for underserved and inappropriately served homeless individuals through measures such as staff and executive trainings, technical assistance, fiscal sponsorship and incubator programs, and other efforts to promote the professional growth and capacity of organizations. Additionally, the City will continue to award contracts according to those proposals that best meets need, not lowest bid, for homeless services. It is the City's intention to recognize talent, experience (including lived experience), and capacity and it will look for organizations that have the best resources to meet needs and support a Housing First framework.

→ *Funding source: Homeless Housing Assistance Program Round 3, 4*

## Coordinated Entry

### D. Invest in the development and maintenance of a coordinated entry system

**Current status:** A coordinated entry system is intended to provide a fair and easy way for homeless individuals and families to access emergency sheltering and housing resources. A newly developed CES system is piloting operations for placement into rapid re-housing and voucher based (rental assistance) programs. Over the next several years there is a strong interest in expanding the reach of the CES to include sheltering and permanent housing units.

**Planned actions:** The City of Stockton will match funding investments by the collaborative applicant into Coordinated Entry, up to an amount of \$30,000 annually for the purposes of program development and expansion, program staffing and operations, and program technical assistance for the development of policies, practices, and agreements in accordance with best practice and approved by the CoC.

→ *Funding source: Homeless Housing Assistance Program Round 3, 4*

## Point-in-Time Count

### E. Invest in the development and implementation of a comprehensive point-in-time count methodology and survey analysis

**Current status:** The federally mandated Point in Time (PIT) Count of homeless individuals is widely regarded as critical for understanding the trends pertaining to the types of individuals and families experiencing homelessness. The infrastructure to organize, conduct, and analyze a PIT is extensive and unfunded; driven by volunteers and donations. This has resulted in inconsistent methodologies from year to year and as compared with other jurisdictions.

**Planned actions:** The City of Stockton will match funding investments by the collaborative applicant into point-in-time count processes, up to an amount of \$50,000 for the purposes of engaging and recruiting participants to assist in the count efforts, to develop and standardize the methodology, plan and coordinate site maps and survey routes, analyze and communicate results and findings as required by HUD, and develop a City specific analysis.

→ *Funding source: Homeless Housing Assistance Program Round 3, 4*

## Data and HMIS

### F. Strengthen City capacity to obtain and analyze data and information

**Current status:** The City is committed to using data analytics to inform decision making, provide public transparency, and promote good governance. The Office of Performance and Data Analytics (OPDA) was established in May 2020 for the purpose of driving integrated performance management across City departments. OPDA is working in close coordination with the HMIS Lead Agency to develop City specific data sets and analytics. Consulting and technical assistance may be procured through OPDA or other City departments to continue to develop and refine Stockton specific information as needed to enhance and support program services.

**Planned Actions:** Continue investments in the Office of Performance and Data Analytics.

### G. Invest in the development and maintenance of the homeless management information system

**Current status:** The HMIS is managed by a lead agency with nominal funding sufficient to cover costs associated with licensing fees. Use of the HMIS has increased in recent years with the expansion of the homeless system of care. While some agencies enter data routinely and consistently, there remain concerns about utilization of the HMIS by others. Recent investments have led to the creation of an HMIS report and the development of new policies for the release of de-identified data to local governmental agencies for the purpose of planning and coordination of efforts.

**Planned actions:** The City of Stockton will match funding investments by the collaborative applicant into the HMIS system, up to an amount of \$30,000 annually for the purposes of hiring and maintaining dedicated staff to monitor and clean data coming into the HMIS system, train and engage new and continuing users, and to provide data analytics as approved through the SJCoC.

→ *Funding source: Homeless Housing Assistance Program Round 3, 4*

## Goal 2: Increase Access and Reduce Barriers to Homeless Crisis Response Services

Strategy 2.1: Expand Low-Barrier Shelter Capacity, Hours, and Services

Strategy 2.2: Invest in Prevention

Strategy 2.3: Improve and Expand Outreach and Engagement

### Shelter Operations

#### H. Invest in the development of low-barrier shelters

**Current status:** There are currently seven organizations operating 26 emergency shelters in the Stockton area, with two programs serving youth, five serving women and families, and 15 small scattered-site programs with five or fewer beds for special populations. Of the remaining four programs for single adults, two have high barriers and two have lower barriers to entry. The total bed capacity for Stockton area shelters is 554.

**Planned actions:** There are several sheltering projects in the planning and development phase. The Stockton Shelter for the Homeless plans an expansion of an additional 180 low-barrier beds and a navigation center. Prior HHAP funds have been allocated for construction. The Gospel Center Rescue Mission plans an expansion of 175 beds for a high-barrier sober living program. Prior County funds have been allocated for this purpose. The City of Stockton is also seeking to procure funding and an operator/developer for an additional 125 bed low-barrier program and a safe camping or parking site.

→ *Funding source: Homeless Housing Assistance Program Round 1*

→ *Funding source: American Rescue Plan Act*

#### I. Provide operating subsidies for Stockton area shelters

**Current status:**

The four projects described above will increase the total sheltering by an additional 500 beds, accommodating 80% of the individuals identified as experiencing unsheltered homelessness and cap out planned build-outs. With new shelters being developed in nearby cities it is anticipated that Stockton will cease to be a regional draw for homeless individuals to find resources and supports as more services become available across a wider portion of the County.

**Planned actions:** Provide operating subsidies for low-barrier shelters, safe camping or safe parking sites serving homeless individuals within the Stockton area. Provide operating subsidies for other shelters serving youth and young adults. Funding may be applied to maintenance and repairs to maintain the useful life of shelters. The City will request that shelter programs work with selected technical experts and capacity partners to ensure that low-barrier shelter programs are entering data into the HMIS, implementing best practices, and providing navigation and other supportive services for the purpose of obtaining permanent housing. All shelters receiving City funds for operations will be asked to submit a five-year Supportive Services Plan that describe anticipated revenues and expenditures (financial plan) and outlines how shelter program staff will work with clients to address

barriers to housing using the principles of Housing First (operations and navigation). Support Services Plans should also include any agreements with partners agencies to address a broader range of health and safety needs of those who are homeless.

→ *Funding source: Homeless Housing Assistance Program Round 3, 4*

→ *Funding source: American Rescue Plan Act*

## Tenant Assistance

### J. Provide emergency rental assistance and tenant services to prevent evictions

*Current status:* The City received approximately \$40 million in federal Emergency Rental Assistance (ERA) Program funds to prevent COVID related evictions. Over the past two years, over 5,000 households have received assistance to stay in their homes, averting homelessness. Funding will be exhausted by the end of the 2021-2022 Fiscal Year.

*Planned actions:* Preventing homelessness is a critical strategy, however state and federal programs to prevent evictions are ending. The City will continue to seek and identify funding to provide rental assistance and prevent evictions.

In lieu of new state or federal resources for rental assistance programs, the City will focus on other prevention strategies, such as working with local neighborhood organizations to provide information about tenant's rights, tenant/landlord mediation services, assistance in benefit applications, and other services to promote financial and housing stability.

→ *Funding source: Community Development Block Grant,*

→ *Funding source: Homeless Housing Assistance Program Round 1*

## Meet Basic Needs

### K. Deliver food, hygiene, and other basic needs to unsheltered homeless individuals

*Current status:* The City provides operational support funds to various programs providing food, meals, hygiene, and other basic necessities for those that are homeless. The City is also upgrading the infrastructure of local public spaces with new self-cleaning restrooms that are accessible for all. Organizations that provide food, meals, and other basic needs, such as showers or laundry services for the homeless, are an integral component of the City's outreach and engagement strategy. Each contact is an opportunity to build rapport and gain trust in the individuals who are addressing people's needs, where they are at.

*Planned actions:* The City will continue its support of local organizations that conduct outreach and engagement to the homeless while meeting basic needs. This can include services that occur within local encampments, as well as activities that occur through a fixed location such as a meal program or programming designed specifically for youth and young adults. It is expected that programs enter contact data into the HMIS, implement best practices, and provide navigation and other services to link clients to shelters and housing.

→ *Funding source: Community Development Block Grant*

→ *Funding source: Emergency Solutions Grant*

## Goal 3: Ensure Households Experiencing Homelessness Have Access to Affordable and Sustainable Permanent Housing

Strategy 3.1: Increase Affordable Housing Stock for Vulnerable Adults, Youth, and Families

Strategy 3.2: Invest in Landlord Engagement, Navigation, and Incentives

Strategy 3.3: Provide Operating Subsidies to Promote Housing Stability

### Affordable Housing Development Grants

#### L. Affordable Housing Development

**Current status:** The City of Stockton is working to jump start a range of housing opportunities, including affordable housing for low and moderate income households and permanent housing reserved for those that are homeless. A diverse range of housing options is necessary for the economic health and wellbeing of the City. More housing opportunities are needed at all income levels, especially those that are affordable to low-and-moderate-income households. Too many households in Stockton are rent burdened, new units of all types will hopefully cool the rate at which rents are increasing.

Additionally, the City recognizes that market conditions alone will not result in housing for those that are homeless and perennially housing insecure. Partnerships with local developers to create more units for those that are very-low income and those that are supported through housing vouchers are necessary. Project Homekey, a State of California grant program, provides funding to build permanent housing for those that are homeless. Local match funds are an expected component of the Homekey application process, and the City understands that it is important to work in partnership with local developers to plan, prepare, and finance new housing opportunities.

Finally, it is well understood that housing development of any sort, including the renovations proposed through Project Homekey, take an enormous amount of time and resources. Put simply, the City cannot build its way out of a homeless crisis in a timely fashion. Therefore, in addition to housing development it is important to build a portfolio of existing properties that are available for housing people who are homeless. Over the past several years the City has invested in a range of landlord engagement programs to little effect. The majority of the rental subsidies approved for homeless individuals are unspent because landlords are unwilling to rent to those with poor credit histories and, potentially, a record of a prior eviction. The rental market is very strong, and landlords will choose the best possible candidate for tenancy. New strategies are needed to create a larger portfolio of available properties for lease by those that are experiencing homelessness.

**Planned actions:** The City will create a reserve fund for the delivery of permanent housing. Funds will be available as match grants for affordable and permanent housing grant

applications. All City funded new affordable housing development have a homeless and at risk of homelessness set aside of 20%. Eligible uses of funds will include:

- Grants for acquisition of properties where the purpose of the project is to develop new or renovated affordable housing for individuals and families experiencing chronic homelessness who report earning 30% or less of area median income.
- Match funds for affordable housing development where the purpose of the project is to develop new or renovated affordable housing that can be leased to households at 60% or less of area median income.
- Match funds for permanent housing where the purpose of the project is to develop new permanent housing opportunities for people who are homeless or at chronic risk of homelessness who report earning less than 30% of area median income and who will likely require subsidies to remain housed.
- Grants for the multi-year lease of existing dwellings that will be sublet to those that are homeless with wraparound support services. Master lease projects can be for short-term rapid-rehousing rentals or for long-term permanent co-habitation homes for those experiencing chronic homelessness or other needs as suits the City's purpose. The purpose of the master lease program is to substantially expand the number of units controlled by landlords willing to accept and house those that are homeless. Grants for master lease housing programs will be paired with housing support services funds.
- Grants for housing specifically reserved for youth and young adults ages 24 and younger experiencing homelessness.
- Grants for housing specifically reserved for individuals or families fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking.
- Match funds for affordable housing development, where the purpose of the project is to develop new affordable housing stock that can be sold to households at 80% - 120% of area median income.

→ *Funding source: Homeless Housing Assistance Program Round 2, 3, 4*

→ *Funding source: HOME, HOME-ARP Program*

→ *Funding source: American Rescue Plan Act*

## Rapid Rehousing

### M. Rapid Rehousing Program

**Current Status:** The City has invested approximately \$785,000 in funding for rapid re-housing programs through Emergency Solutions Grant Funds and HHAP Round 1. While there are several years still remaining on the time to spend down the funds, recipients report trouble in spending funds as anticipated due to landlord reluctance to accept individuals and households deemed eligible for the program.

**Planned Actions:** The City will continue to monitor the funds allocated and the effectiveness of the local strategy. Rapid re-housing is widely acknowledged as being an effective strategy to reduce homelessness. Under rapid re-housing programs households experiencing homelessness, typically due to a financial crisis, are re-housed with rent subsidized for a brief period of time until the household can recover from their financial crisis and maintain



housing on their own. Within San Joaquin County, the limited supply of rapid-rehousing units is primarily reserved for families with children.

→ *Funding source: Homeless Housing Assistance Program Round 1*

→ *Funding source: Emergency Solutions Grant*

## Housing Support Services

N. Provide operating subsidies in affordable or supportive housing units.

*Current Status:* People who are homeless have access to a range of existing entitlement programs available through County Health and Human Services Agencies, including Cal Fresh; general relief; CalWorks; and MediCal funded health and behavioral health care services. People with chronic and persistent illnesses and challenges will often be assigned a case worker to help them navigate benefit assistance and access available services.

City funding is intended to fill gaps not addressed through the public safety system by providing specific housing stabilization services for homeless individuals placed in permanent housing programs that do not otherwise have access to case management and housing stabilization services.

*Planned Actions:* Grant funds will be granted to permanent and rapid re-housing programs to provide housing case management services. Housing case managers are intended to help clients maintain their existing housing and to help them plan for their next housing opportunity. Typically housing case management includes education and training on landlord and housing expectations, assistance in developing a budget and financial plan and building a credit history, and assistance in developing employment skills, obtaining, and maintaining employment. For youth and young adults, additional skill building may also be required to prepare youth for independent living. All funding is tied to the delivery of permanent housing for homeless.

→ *Funding source: Homeless Housing Assistance Program Round 3, 4*

## 5. Budget Chart Guide: FY 2020-2021 through FY 2027-2028

The Budget Charts on the following pages provide a guide for the City of Stockton in considering future use of funds. This chart is intended simply as a guidepost for grantmaking. Actual expenditures are anticipated to shift over the next six years as conditions evolve and new funding becomes available.

The charts also respond to a requirement of the California Homeless Coordinating and Financing Council to develop a Local Action Plan which “identifies all funds, including state, federal, and local funds, currently being used, and budgeted to be used, to provide housing and homelessness related services to persons experiencing homelessness or at imminent risk of homelessness, how funding serves subpopulations and what interventions are funded through these resources.”<sup>vi</sup>



Current and Draft Allocations: Future allocations may shift in response to needs as they arise.

Goal 1: Establish a coordinated and engaged regional system of care		Expenditures by Year								Total
Strategies (In order listed)	Funding Source	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	2024 - 2025	2025 - 2026	2026 - 2027	2027-2028	
A. Capacity Building - staff and TA for regional partnerships and initiatives	HHAP 1 - Systems Support	\$ 75,000.00	\$ 54,205.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 129,205.00
	HHAP 3 - Systems Support	\$ -	\$ -	\$ 80,000.00	\$ 80,000.00	\$ 40,000.00	\$ -	\$ -	\$ -	\$ 200,000.00
	HHAP 4 - Systems Support	\$ -	\$ -	\$ -	\$ -	\$ 40,000.00	\$ 80,000.00	\$ 80,000.00	\$ -	\$ 200,000.00
B. Administration - staff and TA for grant and program management	HHAP 1 - Administration	\$ 52,218.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ -	\$ -	\$ -	\$ 452,218.00
	HHAP 3 - Administration	\$ -	\$ -	\$ 138,132.00	\$ 138,132.00	\$ 69,066.00	\$ -	\$ -	\$ -	\$ 345,330.00
	HHAP 4 - Administration	\$ -	\$ -	\$ -	\$ -	\$ 69,066.00	\$ 138,132.00	\$ 138,132.00	\$ -	\$ 345,330.00
	American Rescue Plan Emergency Solutions Grant	\$ 20,658.00	\$ 20,658.00	\$ 20,658.00	\$ 20,658.00	\$ 20,658.00	\$ 20,658.00	\$ 20,658.00	\$ 20,658.00	\$ 165,264.00
C. Capacity Building - strengthen local organizations	HHAP 3 - Systems Support	\$ -	\$ -	\$ 250,000.00	\$ 250,000.00	\$ 125,000.00	\$ -	\$ -	\$ -	\$ 625,000.00
	HHAP 4 - Systems Support	\$ -	\$ -	\$ -	\$ -	\$ 125,000.00	\$ 250,000.00	\$ 250,000.00	\$ -	\$ 625,000.00
D. Coordinated Entry System	HHAP 1 - Systems Support	\$ 28,712.33	\$ 57,424.67	\$ 57,424.67	\$ 57,424.67	\$ 57,424.67	\$ -	\$ -	\$ -	\$ 258,411.00
	HHAP 3 - Systems Support	\$ -	\$ -	\$ 30,000.00	\$ 30,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ 75,000.00
	HHAP 4 - Systems Support	\$ -	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 30,000.00	\$ 30,000.00	\$ -	\$ 75,000.00
	American Rescue Plan	\$ -	\$ 120,000.00	\$ 120,000.00	\$ 120,000.00	\$ -	\$ -	\$ -	\$ -	\$ 360,000.00
E. Point in Time Count	HHAP 3 - Systems Support	\$ -	\$ -	\$ 50,000.00	\$ 50,000.00	\$ 25,000.00	\$ -	\$ -	\$ -	\$ 125,000.00
	HHAP 4 - Systems Support	\$ -	\$ -	\$ -	\$ -	\$ 25,000.00	\$ 50,000.00	\$ 50,000.00	\$ -	\$ 125,000.00
F. Capacity Building - staff and TA for data analytics	HHAP 3 - Administration	\$ -	\$ -	\$ 82,880.00	\$ 82,880.00	\$ 41,439.00	\$ -	\$ -	\$ -	\$ 207,199.00

		\$	\$	\$	\$	\$	\$	\$	\$	\$
G. Homeless Management Information System	HHAP 4 - Administration	-	-	-	-	41,439.00	82,880.00	82,880.00	-	207,199.00
		\$	\$	\$	\$	\$	\$	\$	\$	\$
	HHAP 3 - Systems Support	-	-	30,000.00	30,000.00	15,000.00	-	-	-	75,000.00
		\$	\$	\$	\$	\$	\$	\$	\$	\$
	HHAP 4 - Systems Support	-	-	-	-	15,000.00	30,000.00	30,000.00	-	75,000.00
	Emergency Solutions	\$	\$	\$	\$	\$	\$	\$	\$	\$
	Grant	-	-	14,500.00	-	-	-	-	-	14,500.00
<b>Subtotal Expenditures for Goal 1</b>		<b>176,588.33</b>	<b>372,287.67</b>	<b>1,053,594.67</b>	<b>1,039,094.67</b>	<b>839,092.67</b>	<b>681,670.00</b>	<b>681,670.00</b>	<b>20,658.00</b>	<b>4,864,656.00</b>
<b>Goal 2: Increase Access and Reduce Barriers to Homeless Crisis Response Services</b>										
		<b>Expenditures by Year</b>								
<b>Strategies (In order listed)</b>	<b>Funding Source</b>	<b>2020 - 2021</b>	<b>2021 - 2022</b>	<b>2022 - 2023</b>	<b>2023 - 2024</b>	<b>2024 - 2025</b>	<b>2025 - 2026</b>	<b>2026 - 2027</b>	<b>2027-2028</b>	<b>Total</b>
H. Shelter Improvements	HHAP 1	338,623.00	1,000,000.00	1,000,000.00	-	-	-	-	-	2,338,623.00
		\$	\$	\$	\$	\$	\$	\$	\$	\$
I. Operating Subsidies - Area Shelters	HHAP 1	99,000.00	198,130.00	198,130.00	198,130.00	198,121.00	-	-	-	891,511.00
		\$	\$	\$	\$	\$	\$	\$	\$	\$
	HHAP 3 - Operating Subsidies	-	-	759,764.80	759,764.80	379,882.40	-	-	-	1,899,412.00
		\$	\$	\$	\$	\$	\$	\$	\$	\$
	HHAP 4 - Operating Subsidies	-	-	-	-	379,882.40	759,764.80	759,764.80	-	1,899,412.00
		\$	\$	\$	\$	\$	\$	\$	\$	\$
	American Rescue Plan - Shelters	-	-	-	1,028,571.40	0	1,028,571.40	514,285.80	-	3,600,000.00
		\$	\$	\$	\$	\$	\$	\$	\$	\$
	American Rescue Plan - Camping	-	-	600,000.00	600,000.00	600,000.00	-	-	-	1,800,000.00
		\$	\$	\$	\$	\$	\$	\$	\$	\$
	Emergency Solutions	92,500.00	92,500.00	92,500.00	92,500.00	92,500.00	92,500.00	92,500.00	92,500.00	740,000.00
	Grant	\$	\$	\$	\$	\$	\$	\$	\$	\$
	Community Development Block Grant	75,000.00	75,000.00	75,000.00	75,000.00	75,000.00	75,000.00	75,000.00	75,000.00	600,000.00
		\$	\$	\$	\$	\$	\$	\$	\$	\$
J. Tenant Assistance	HHAP Round 1	89,324.89	178,649.78	178,649.78	178,649.78	178,649.78	-	-	-	803,924.00
		\$	\$	\$	\$	\$	\$	\$	\$	\$
	Community Development Block Grants	90,000.00	90,000.00	90,000.00	90,000.00	90,000.00	90,000.00	90,000.00	90,000.00	720,000.00
		\$	\$	\$	\$	\$	\$	\$	\$	\$
K. Meeting Basic Needs (food, hygiene, other basic needs)	Emergency Solutions	62,500.00	62,500.00	62,500.00	62,500.00	62,500.00	62,500.00	62,500.00	62,500.00	500,000.00
		\$	\$	\$	\$	\$	\$	\$	\$	\$
	Grant	180,000.00	180,000.00	180,000.00	180,000.00	180,000.00	180,000.00	180,000.00	180,000.00	1,440,000.00
		\$	\$	\$	\$	\$	\$	\$	\$	\$
	Community Development Block Grant	180,000.00	180,000.00	180,000.00	180,000.00	180,000.00	180,000.00	180,000.00	180,000.00	1,440,000.00
		\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>Subtotal Expenditures for Goal 2</b>		<b>1,026,947.89</b>	<b>1,876,779.78</b>	<b>3,236,544.58</b>	<b>3,265,115.98</b>	<b>3,265,106.98</b>	<b>2,288,336.20</b>	<b>1,774,050.60</b>	<b>500,000.00</b>	<b>17,232,882.00</b>

Goal 3: Ensure Households Experiencing Homelessness Have Access to Affordable and Sustainable Permanent Housing										
Strategies (In order listed)	Funding Source(s)	Expenditures by Year								Total multi-year project budget
		2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	2024 - 2025	2025 - 2026	2026 - 2027	2027-2028	
L. Affordable Housing Development		\$	\$	\$	\$	\$	\$	\$	\$	\$
	HHAP Round 1	86,129.56	172,259.11	172,259.11	172,259.11	172,259.11	-	-	-	775,166.00
		\$	\$	\$	\$	\$	\$	\$	\$	\$
	HHAP Round 2	-	-	1,000,000.00	1,000,000.00	-	-	-	-	2,000,000.00
		\$	\$	\$	\$	\$	\$	\$	\$	\$
	HHAP Round 3	-	-	-	1,894,678.50	1,894,678.50	2.00	-	-	3,789,359.00
		\$	\$	\$	\$	\$	\$	\$	\$	\$
	HHAP Round 4	-	-	-	-	-	1,894,678.50	1,894,678.50	2.00	3,789,359.00
		\$	\$	\$	\$	\$	\$	\$	\$	\$
	HOME	1,593,808.00	1,760,529.00	1,760,529.00	1,760,529.00	1,760,529.00	1,760,529.00	1,760,529.00	1,760,529.00	13,917,511.00
		\$	\$	\$	\$	\$	\$	\$	\$	\$
	HOME-ARP	-	-	3,190,338.50	3,190,338.50	-	-	-	-	6,380,677.00
		\$	\$	\$	\$	\$	\$	\$	\$	\$
	Homekey Round 1	1,000,000.00	2,000,000.00	1,289,095.00	-	-	-	-	-	4,289,095.00
		\$	\$	\$	\$	\$	\$	\$	\$	\$
	American Rescue Plan	-	-	3,025,000.00	3,025,000.00	-	-	-	-	6,050,000.00
M. Rapid Rehousing		\$	\$	\$	\$	\$	\$	\$	\$	\$
	HHAP Round 1	75,778.10	151,556.20	151,556.20	151,556.20	151,556.20	-	-	-	682,002.88
		\$	\$	\$	\$	\$	\$	\$	\$	\$
	Emergency Solutions Grant	102,500.00	102,500.00	102,500.00	102,500.00	102,500.00	102,500.00	102,500.00	102,500.00	820,000.00
		\$	\$	\$	\$	\$	\$	\$	\$	\$
N. Housing Support Services		\$	\$	\$	\$	\$	\$	\$	\$	\$
	HHAP Round 1	14,356.11	28,712.22	28,712.22	28,712.22	28,712.22	-	-	-	129,205.00
		\$	\$	\$	\$	\$	\$	\$	\$	\$
	HHAP Round 3	-	-	220,788.40	220,788.40	110,394.20	-	-	-	551,971.00
		\$	\$	\$	\$	\$	\$	\$	\$	\$
	HHAP Round 4	-	-	-	-	110,394.20	220,788.40	220,788.40	-	551,971.00
		\$	\$	\$	\$	\$	\$	\$	\$	\$
	Community Development Block Grant	90,000.00	90,000.00	90,000.00	90,000.00	90,000.00	90,000.00	90,000.00	90,000.00	720,000.00
		\$	\$	\$	\$	\$	\$	\$	\$	\$
Subtotal Expenditures for Goal 3		2,962,571.76	4,305,556.53	11,030,778.43	11,636,361.93	4,421,023.43	4,068,497.90	4,068,495.90	1,953,031.00	44,446,316.88
		\$	\$	\$	\$	\$	\$	\$	\$	\$
Total Planned Expenditures	All Funding Sources	4,166,107.99	6,554,623.97	15,320,917.67	15,940,572.57	8,525,223.07	7,038,504.10	6,524,216.50	2,473,689.00	66,543,854.88

## 6. End Notes

- <sup>i</sup> Homeless Shelter Crisis: Who has and hasn't declared. Eric Escalante for ABC News 10. December 11, 2018. Retrieved from: <https://www.abc10.com/article/news/local/sacramento/homeless-shelter-crisis-who-has-and-hasnt-declared/103-623013464>
- <sup>ii</sup> New Housing Fails to Make Up for Decades of Undersupply. Public Policy Institute of California, December 3, 2021. Retrieved from: <https://www.ppic.org/blog/new-housing-fails-to-make-up-for-decades-of-undersupply/>
- <sup>iii</sup> Housing costs climbing: Stockton rent rose nearly 13% over last year. Aaron Leathley, for the Stockton Record. March 9, 2022. Retrieved from: <https://www.recordnet.com/story/business/economy/2022/03/09/how-much-rent-stockton-data-shows-rose-13-percent-in-2021-california-housing-market/9444582002/>
- <sup>iv</sup> Prior to 2019, the County primarily counted individuals experiencing homelessness via connection events with some limited outreach to "known locations". In 2019, the County increased its volunteer participation by 1000 percent and conducted a primarily "known locations count". A count of the unsheltered populations in the unincorporated areas of the County and the Cities of Lathrop, Ripon, and Escalon was conducted in 2019. Counts in these communities were not conducted in 2022 due to lower than anticipated volunteer turn-out, related to high COVID rates in the community at the time of the count.
- <sup>v</sup> The San Joaquin Community Response to Homelessness, San Joaquin County Strategic Plan, Impact Report 2020-2021. April 2022. Retrieved from: <http://www.sanjoaquinccoc.org/wp-content/uploads/2022/04/SJCoC-Strategic-Plan-Impact-Report-2020-2021.pdf>
- <sup>vi</sup> Homeless Housing, Assistance, and Prevention Program Round 3, Notice of Funding Availability (NOFA). December 17, 2021, California Homeless Coordinating and Financing Council. Retrieved from: [https://www.bcsf.ca.gov/calich/hhap\\_program.html](https://www.bcsf.ca.gov/calich/hhap_program.html)



# City of Stockton

## Legislation Text

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**File #:** 22-0513, **Version:** 1

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### **APPROVE MOTION TO INCREASE EXPENDITURE AUTHORITY FOR RADIO COMMUNICATIONS SYSTEM FOR ONE ADDITIONAL YEAR OF MAINTENANCE, REPAIRS AND SUPPORT OF THE CURRENT PUBLIC SAFETY RADIO SYSTEM WITH DELTA WIRELESS, INC.**

#### RECOMMENDATION

It is recommended that the City Council approve a motion to:

1. Authorize the City Manager to spend a total estimated amount of \$607,301 beginning July 1, 2022 through June 30, 2023 for public safety radio and infrastructure maintenance fees, non-covered repairs, and support services to Delta Wireless for the City's radio communication system;
2. Approve findings under Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bid process; and
3. Authorize the City Manager to take necessary and appropriate actions to carry out the purpose and the intent of this motion.

#### Summary

The City is undertaking a major replacement of radio infrastructure, from an outdated conventional radio system with 13 channels and 10 radio tower sites to a modern digital trunking radio system consolidated into 5 tower sites. The first phases have been completed successfully, that entailed replacing the radio consoles in the dispatch centers, and the installation of a radio core and logging recorders. The final phase is the replacement of all equipment at the radio tower sites. In 2019, an increase in expenditure authority, driven by added equipment and inclusion of non-covered services, was authorized by City Council Motion 2019-06-18-1104 through June 30, 2022, while continuing to develop and complete a multi-phase infrastructure replacement project.

Staff is recommending that Council authorize an increased purchase authority for acquisition of one additional year of annual maintenance and other system support services, in a total estimated amount of \$607,301 beginning July 1, 2022, through June 30, 2023.

Staff further recommends that Council approve findings in support of a sole source exception to the competitive bid process for one additional year, through the end of FY 2022-23.

#### DISCUSSION

##### Background

The City owns and operates a private 13-channel radio communication system utilized by the Fire,

Municipal Utilities (MUD), Police, and Public Works departments. The primary function of this system is for public safety. It is to ensure that police officers and firefighters have radio communication capabilities among individuals, vehicles and dispatch/command centers. As part of the overall radio system, the City maintains 970 portables (handheld or worn by the officers, fire personnel and employees), 570 mobile radios (installed in vehicles) and 10 radio tower sites for the City's infrastructure.

The City is undertaking a major replacement of radio infrastructure, from an outdated conventional radio system to a modern trunking system. The first phases have been completed, that entailed replacing the radio consoles in the dispatch centers, and the installation of a radio core and logging recorders. The final phase is the replacement of all equipment on the radio towers. In 2019, an increase in expenditure authority, driven by added equipment and inclusion of non-covered services, was authorized by City Council Motion 2019-06-18-1104 through June 30, 2022, while continuing to develop and complete a multi-phase infrastructure replacement project. The City remains on the old radio system while project phases 2 and 3 for microwave and channel equipment replacements are underway and nearing completion. Until completed, there is a requirement for continued maintenance of the current legacy system. Expenditures for Public Safety communication technologies are managed by Information Technology (IT) via the Technology Internal Service Fund (ISF).

The City of Stockton maintains the Adtran equipment provided at the Stockton Fire Dispatch Center and stations and the standalone radio system through contracts with Delta Wireless, Inc., authorized by City Council Resolutions 01-0498 and 04-0548 respectively (Attachment A and B). The terms of the Fire Adtran Contract began on September 25, 2001 and are renewed annually by "Stockton City Council adoption of the budget and appropriation of funds." The terms of the Radio System Maintenance contract were from August 15, 2004, through August 14, 2009, with the City reserving the right to extend this contract annually by the "Stockton City Council's adoption of the budget and appropriation of funds from the original contract expiration date." In December 2006, the radio maintenance contract was amended to add a subsection, which allows for the inclusion of third-party systems on contract by mutual written agreement, such as microwave equipment which are components of the radio infrastructure originally procured from a third-party (Attachment C). In 2019, an increase in expenditure authority, driven by added equipment and inclusion of non-covered services, was authorized by City Council Motion 2019-06-18-1104 through June 30, 2022, while continuing to develop and complete a multi-phase infrastructure replacement project. The City remains on the old radio system while project phases 2 and 3 for microwave and channel equipment replacements are underway and nearing completion. Until completed, there is a requirement for continued maintenance of the current system. Without this key equipment maintenance, public safety staff do not have the necessary communications support for their daily jobs.

The City has utilized Motorola radio equipment to support Public Safety for over 30 years. The vendor selected to provide maintenance and support services is required to be certified by Motorola to service Motorola equipment. The vendor must also be knowledgeable with the City's radio infrastructure and multiple systems that integrate with Motorola equipment. Delta Wireless, the City's radio support vendor since 2004, has the expertise to service all components of the City's radio infrastructure and is the only Motorola certified vendor for Stockton, California (Attachment A, B, C and D).

This request before Council is to extend radio infrastructure and equipment maintenance and support services for one additional year, to complete the retirement of the legacy equipment and the operations of the new equipment.

#### Present Situation

Staff from IT, Fire, and the Police Department have been working on a comprehensive plan for emergency radios and infrastructure over the last several years to identify priority replacements, allocate adequate funding, and develop long-term maintenance and replacement financing structure.

The existing equipment currently in use is requiring frequent repairs and causing operational impacts to MUD, Police, and Fire radio communications. The handhelds and mobile radios are on a lifecycle replacement schedule and funding has been adequate. The radio infrastructure has received substantial investments in recent years for a full-scale system infrastructure replacement. The long-term infrastructure replacement project is underway and nearing completion; however, while the City remains on the current radio infrastructure, there is a requirement for continued maintenance of the current system. Without this key equipment maintenance, public safety staff do not have the necessary communications support for their daily jobs.

The City currently purchases the following services from Delta Wireless: annual maintenance of radio equipment including handheld radios, mobile radios, and radio infrastructure, Fire Adtran maintenance, David Clark headsets which integrates with the radio system, and annual expenditures for non-covered repairs of older equipment no longer supported. As shown in Table 1, approximately \$594,000 was expended during the current fiscal year or most recent 12-month period under the current contract. The estimated cost for continued services in FY 2022-23 is \$607,301. (Attachment E)

*Table 1 - Proposed Purchase Authority*

<b>Expenditure Description</b>	<b>Current Annual Spend</b>	<b>FY 2022-23</b>
Radio System Maintenance	\$500,136	\$504,437
Fire Adtran Support Contract	\$32,664	\$32,664
David Clark devices Maintenance	\$10,200	\$10,200
Non-covered Repair Services	\$50,955	\$60,000
<b>Total</b>	<b>\$593,955</b>	<b>\$607,301</b>

Staff recommends Council adopt findings to support using the sole source as an exception to the competitive bidding process, authorizing a continued increase in expenditure authority for current maintenance contracts, purchase of additional repairs, and system support services from Delta Wireless, Inc. Using any other vendor, not certified by Motorola, for support would require the vendor's work be certified by Motorola before connecting to the radio network, leading to the risk of higher support cost and radio system downtime. Maintaining the existing system while transitioning through the long-term infrastructure replacement project is vital for uninterrupted radio communications and will minimize operational impacts on the system users. Continuing to use Delta Wireless will ensure that maintenance and support are available while the City completes the radio system infrastructure replacement project and negotiates a new long-term maintenance agreement.



Findings:

Stockton Municipal Code section 3.68.070(A)(4) provides an exception to the competitive bidding process for sole source vendors in cases where the City Council has approved findings that support and justify the exception. The proposed findings are as follows:

1. Delta Wireless is Motorola's Manufacture Representative certified to provide maintenance and support services for the City's current radio system, and Delta Wireless is the only certified vendor assigned by Motorola to service Stockton, California.
2. Delta Wireless has been the City's radio support vendor since 2004 and has the expertise to provide maintenance and support services on the legacy equipment until the new long-term maintenance agreement is fully implemented.
3. Staff cannot support the current system without the assistance from Delta Wireless.

FINANCIAL SUMMARY

The services procured through Delta Wireless are for the maintenance, support and integration with the City's radio communication system. Total expenditure authority requested is for an estimated amount of \$607,301 starting July 1, 2022 through June 30, 2023, and is included in the annual budget appropriation process for FY 2022-23 in the 510 Technology Fund and department accounts. There is no impact to the General Fund.

Attachment A - Delta Wireless Contract for Fire Adtran

Attachment B - Delta Wireless Contract for Radio Maintenance

Attachment C - Delta Wireless Radio Maintenance Contract Amendment

Attachment D - Delta Wireless Certification Letter

Attachment E - Delta Wireless Quotes



## CITY OF STOCKTON

OFFICE OF THE CITY ATTORNEY

City Hall • 425 N. El Dorado Street • Stockton, CA 95202-1997 • 209/937-8333 • Fax 209/937-8898  
 www.stocktongov.com

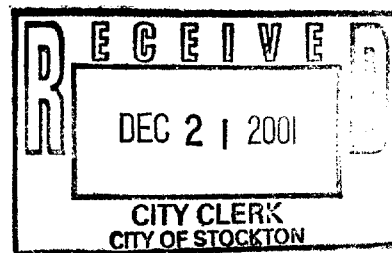
REPLY TO: \_\_\_\_\_

DATE: December 20, 2001

TO: KATHERINE GONG MEISSNER, City Clerk

FROM: MICHAEL T. RISHWAIN, Deputy City Attorney

RE: **SERVICE AGREEMENT BETWEEN THE CITY OF STOCKTON AND  
 DELTA WIRELESS--FIRE ALERTING SYSTEM & TI SUPPORT EQUIPMENT**



Attached is a fully executed agreement dated September 25, 2001. Said agreement was authorized by City Council Resolution No. 01-0498, adopted on September 25, 2001. For accounting purposes, all invoices and correspondence must reference Purchase Order No. 123186

Said agreement may be retained for your files.

OFFICE OF THE CITY ATTORNEY

By *Michael T. Rishwain*  
 MICHAEL T. RISHWAIN  
 DEPUTY CITY ATTORNEY

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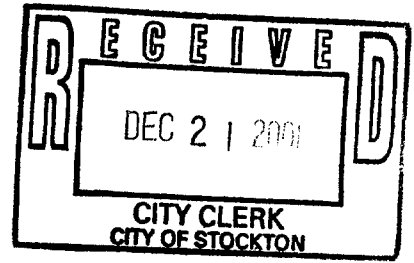
Attachment

cc: Administrative Services Dept. (Attn: Accounts Payable)  
 Management Information Services (Attn: Joe Luntao)  
 Delta Wireless  
 Attn: David Naasz  
 1830 Field Avenue  
 Stockton CA 95203

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C-01-298 (WFS)



## SERVICE AGREEMENT

THIS AGREEMENT, entered into this 25<sup>th</sup> day of September, 2001, by and between the City of Stockton, a Municipal Corporation, hereinafter referred to as "CITY", and **Delta Wireless**, a Corporation.

### WITNESSETH

WHEREAS, CITY and Delta Wireless desire to enter into an Agreement for the maintenance, repair, and supplies of said Fire Alerting system and TI Support Equipment,

NOW, THEREFORE, IT IS AGREED as follows:

1. That Delta Wireless shall furnish all services, equipment, material, parts, and supplies necessary or convenient to service, maintain and keep in good operation all equipment herein described in a manner satisfactory to CITY. Said equipment shall be serviced as often as may be necessary to keep it in good operating order.
2. Delta Wireless shall be available to render and furnish such services, equipment, materials, parts, and supplies for the servicing of scheduled equipment, and other such equipment as designated by CITY, as set forth in Attachment "B", titled "Statement of Work."
3. Delta Wireless shall perform all services herein agreed to be performed and maintain all records in connection therewith in accordance with the rules and regulations whenever applicable. A copy of said records shall be filed with the City Purchasing Agent.
4. Delta Wireless shall furnish all test equipment and any special equipment required in the proper and full performance of the services herein agreed to be performed.
5. If, in the performance of this Agreement, any third persons are engaged as employees by Delta Wireless, such persons shall be employed by and shall be entirely and exclusively under the direction, supervision, and control of Delta Wireless. All terms of employment of said persons, including hours, wages, working

conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be made by Delta Wireless and CITY shall have no right or authority over said persons or the terms and conditions of such employment.

6. Delta Wireless, as an independent employer, shall be liable and hereby exclusively liable as an employer to comply with all Federal, State, and City laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any taxes or penalties arising or levied by the reason of the employment of such persons employed by him. CITY shall not be liable for any injuries resulting to such persons arising out of or in the course of such employment, or for any injuries to strangers or third persons, but any such liability shall be solely that of Delta Wireless.
7. Delta Wireless shall, during the life of this Agreement, take out and maintain general liability, automobile liability, employer's liability, and professional liability policies with an insurance carrier authorized to transact business in the State of California as will protect Delta Wireless or any subcontractors or anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable from claims for damages because of bodily injury, sickness, disease, or death of its employees or any person other than its employees, or for damages because of injury to or destruction of tangible property including loss of use resulting therefrom.

The minimum limits of liability for such insurance coverage shall be as follows:

- a. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage.
- b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- c. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- d. Professional Liability: \$1,000,000 per occurrence.

Such liability insurance policies shall:

- 1) Name CITY as an additional insured by separate endorsement.
- 2) Indemnify CITY against loss arising from operations performed pursuant to this Agreement.
- 3) Acknowledge that coverage under such liability policies shall be primary over any other insurance or self-insurance in force.
- 4) Shall provide that written notice of any changes or cancellation in coverage shall be provided to CITY at least thirty (30) days prior to the effective date of such change or cancellation. Delta Wireless shall provide to CITY (within ten (10) days of the execution of this Agreement) A Certificate of Insurance or other documentation as evidence that such coverage exists.

Delta Wireless shall obtain, and keep in full force and effect during the term of this Agreement, such Workers' Compensation Insurance as necessary to protect Delta Wireless and Delta Wireless' employees, performance pursuant to the terms of this Agreement, and shall supply CITY (within thirty (30) calendar days after the execution of this Agreement) a suitable statement certifying the existence of such protection and that the coverage is consistent with state law.

Before permitting any subcontractors to perform work under this Agreement, Delta Wireless shall require subcontractors to furnish proof that subcontractor has obtained and will maintain insurance, including Workers' Compensation Insurance, in amounts and of a nature similar to that required to be obtained and maintained by Delta Wireless.

8. Delta Wireless will assume responsibility for its own products and acts, and that of its subcontractors and agents. The intent of this clarification is solely to disclaim responsibility for the products and/or actions of others which are outside of Delta Wireless' control.

Before permitting any subcontractors to perform work under the contract, Delta Wireless shall require subcontractors to furnish satisfactory proof that insurance has been issued and is maintained similar to that provided by Delta Wireless as may be applied to each subcontractor's work.

9. Delta Wireless agrees to and hereby indemnifies and saves CITY harmless from all liabilities, judgments, costs, damages, and expenses which may accrue against, be charged to, or recovered from CITY or the property of, injury to, or death of any person, when such damage or injury is caused by Delta Wireless' willful misconduct or negligence or that of its employees, subcontractors, or agents while on the premises of CITY during the delivery and installation of the communications equipment. In no event will Delta Wireless be liable for incidental, special, or consequential damages.
10. Delta Wireless shall be responsible for any liability imposed by law and for injuries to or death of any person or damage to property resulting from defects or obstructions or from any cause whatsoever caused by Delta Wireless' willful misconduct or negligence during the progress of the work or any time before its completion and final acceptance.

In no event will either Delta Wireless or CITY be liable to the other for any loss of time, inconvenience, commercial loss, lost profits or savings or other incidental or consequential damages to the full extent such may be disclaimed by law. No such action shall be brought for any breach of this contract more than one (1) year after the accrual of such cause of action except for money due upon the open account.

The duty of Delta Wireless to indemnify and save harmless, as set forth herein, shall include the duty to defend, as set forth in Section 2778 of the California Civil Code, provided, however, that nothing herein shall be construed to require Delta Wireless to indemnify CITY against any responsibility or liability in contravention of Section 2782 of the California Civil Code, including any loss arising from design defect which is the result of the sole negligence of CITY.

11. It is further understood and agreed that no assignment or transfer in whole or in part of the Agreement shall be binding upon CITY without CITY'S written consent.
12. The compensation to be paid to Delta Wireless for all services herein specified and to be performed by Delta Wireless, and for the furnishing of all equipment, materials, and parts, shall be calculated and determined solely in accordance with the number of units to be serviced during the lifetime of this Agreement. The amount of compensation to be paid for the servicing, maintenance, repair, and supplies of said units, including the furnishing of all equipment, materials, parts, and supplies, as may be necessary, is set forth on Attachment "A", attached hereto.
13. The CITY reserves the right to add, delete, or change equipment on the equipment schedule as required and directed by the CITY'S designated representative(s). Additions or deletions may be single items or include complete facilities. For additions or changes, the monthly cost of maintenance shall be determined on the same basis as the prices currently in effect for existing items. Such additions, deletions or changes, shall become effective immediately for service. Charges shall be adjusted effective with the following quarterly period. Delta Wireless shall advise City the effective date when equipment warranties expire and when equipment is added to the inventory for coverage under this agreement.
14. In addition to the services herein agreed to be performed by Delta Wireless, Delta Wireless shall perform such other related services not herein specifically provided as CITY may deem necessary. Said services shall be performed on a work order basis and for compensation actually agreed upon by the parties hereto at the time of the issuance of the work order. All services performed by Delta Wireless under this Paragraph shall be subject to the provisions of Paragraphs 5, 6, 7, 8, 9, 10, and 11 of this Agreement.
15. The CITY reserves the right to periodically audit all charges and services made by Delta Wireless to the CITY for services provided under the Agreement. Upon request, Delta Wireless agrees to furnish the CITY with necessary information and assistance.
16. This Agreement will be renewed annually by the Stockton City Council adoption of the budget and appropriation of funds. In the event funds are not appropriated this Agreement will terminate



without penalty. In the event Delta Wireless seeks to raise their base price in succeeding years, Delta Wireless shall produce evidence that they have experienced a cost change and by what amount their costs have changed. Negotiated annual price increases may be allowed for each subsequent year, however, at no time will any annual increase exceed the published CPI. The CITY will make payment net 30 days after invoicing by Delta Wireless.

17. Either party to this Agreement may terminate this Agreement by giving the other party sixty (60) days written notice.
18. NOTICES: All notices, requests, demands and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender, and delivered by facsimile with a hard copy mailed first class, postage prepaid, or when sent by a courier or express services guaranteeing overnight delivery to the receiving party, and addressed to the respective party as follows:

To City: City of Stockton  
Administrative Services Department  
425 N. El Dorado Street  
Stockton, CA. 95202-1997

To: Delta Wireless  
Attn: DAVID MAASZ  
1830 FIELD AVE.  
Stockton, CA. 95203

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

CITY CLERK

Approved as to form:

CITY ATTORNEY

Deputy

CITY OF STOCKTON, a Municipal Corporation

CITY MANAGER  
"CITY"

DELTA WIRELESS, a Corporation

**ATTACHMENT "A"**

Quantity	Equipment	Descriptions	Place of Service	Monthly Fees	
				Per Unit	Extended
22	Adtran	TSU100	Stockton Fire	\$13.00	\$286.00
10	Adtran	TSU600	Stockton Fire	\$15.00	\$150.00
6	Quad	FXS Card	Stockton Fire	\$4.00	\$24.00
3		56/64 plug in module	Stockton Fire	\$4.00	\$12.00
3		Dual 56/64 plug in module	Stockton Fire	\$4.00	\$12.00
4	Adtran	v.35 data cards	Stockton Fire	\$4.00	\$16.00
11	Adtran	Voice cards	Stockton Fire	\$4.00	\$44.00
89		E & M Cards	Stockton Fire	\$4.00	\$356.00
18	Cisco	Routers 1601	Stockton Fire	\$35.00	\$630.00
12	Zetron	Model 6	Stockton Fire	\$40.00	\$480.00
7	Zetron	Model 25	Stockton Fire	\$50.00	\$350.00
3	Zetron	Model 26	Stockton Fire	\$65.00	\$195.00
4	Zetron	Remotes	Stockton Fire	\$12.00	\$48.00
12	Motorola	Maxtrac receivers	Stockton Fire	\$12.00	\$144.00
13	Allied	Telesyn 16 port ENET Hub	Stockton Fire	\$3.00	\$39.00
4	3COM	1100 12 port switch	Stockton Fire	\$11.50	\$46.00
8	Adtran	E & M Cards	P.D. Data/Voting	\$3.75	\$30.00

**ATTACHMENT "B"****STATEMENT OF WORK**

**ADTRAN Response and Repair Services:** Maintenance and service response for equipment shall be provided at the Stockton Fire Dispatch Center and Engine Companies on a twenty-four hours a day, seven days a week basis. Services provided will include diagnostics, labor and materials to repair CSU and CSU exchange, if required. Any Equipment reconfiguration or software enhancements due to system adds, moves, or changes commenced by the customer will not be covered under the terms of this agreement.

**ZETRON Response and Repair Services:** Maintenance and service response for equipment shall be provided at the Stockton Fire Dispatch Center and Engine Companies on a twenty-four hours a day, seven days a week basis. Services provided will include diagnostics, re-addressing, if required, and board exchange and repair. Any Equipment reconfiguration or software enhancements due to system adds, moves, or changes commenced by the customer will not be covered under the terms of this agreement.

**CISCO ROUTERS Response and Repair Services:** Maintenance and onsite service response for equipment shall be provided at the Stockton Fire Dispatch Center and Engine Companies on a twenty-four hours a day, seven days a week basis. Services provided will include diagnostics, labor, materials to repair router, and advanced hardware replacement services for the Cisco 1600 series router. Any Equipment reconfiguration or software enhancements due to system adds, moves or changes commenced by the customer will not be covered under the terms of this agreement.

**CARDS & MODULES Response and Repair Services:** Maintenance and service response for equipment shall be provided at the Stockton Fire Dispatch Center and Engine Companies on a twenty-four hours a day, seven days a week basis. Services provided will include diagnostics, labor, materials for repair, and advanced hardware replacement services. Any Equipment reconfiguration or software enhancements due to system adds, moves, or changes commenced by the customer will not be covered under the terms of this agreement.

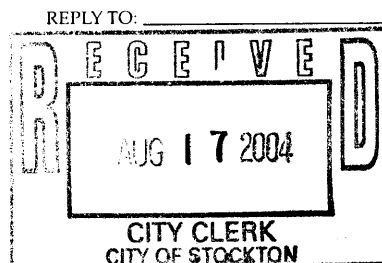
**HUBS, RECEIVERS & SWITCHES Response and Repair Services:** Maintenance and service response for equipment shall be provided at the Stockton Fire Dispatch Center and Engine Companies on a twenty-four hours a day, seven days a week basis. Services provided will include diagnostics, labor, materials for repair, and advanced hardware replacement services. Any Equipment reconfiguration or software enhancements due to system adds, moves, or changes commenced by the customer will not be covered under the terms of this agreement.



## CITY OF STOCKTON

## OFFICE OF THE CITY ATTORNEY

City Hall • 425 N. El Dorado Street • Stockton, CA 95202-1997 • 209/937-8333 • Fax 209/937-8898  
www.stocktongov.com



DATE: August 16, 2004

TO: KATHERINE GONG MEISSNER, City Clerk

FROM: DOUGLAS H. CALKINS, Deputy City Attorney

RE: **CONTRACT BETWEEN THE CITY OF STOCKTON AND DELTA  
WIRELESS--RADIO COMMUNICATIONS AND SYSTEM SUPPORT  
SERVICE FOR THE CITY OF STOCKTON (PUR 04-35)**

Attached is a fully executed Agreement dated July 13, 2004. Said agreement was authorized by City Council Resolution No. 04-0548, adopted on July 13, 2004. For accounting purposes, all invoices and correspondence must reference Purchase Order No. 141505.

Said agreement may be retained for your files.

OFFICE OF THE CITY ATTORNEY

By   
DOUGLAS H. CALKINS  
DEPUTY CITY ATTORNEY

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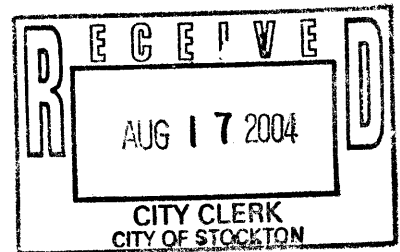
Attachment

cc: Administrative Services Dept. (Attn: Accounts Payable)  
Purchasing (Attn: Gene Painchaud)  
Information Technology (Attn: Michael Osborn)  
Delta Wireless  
Attn: David Naasz  
1830 Field Avenue  
Stockton CA 95203

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C-04-256 (NP)



**CONTRACT  
RADIO COMMUNICATIONS AND SYSTEM SUPPORT SERVICE  
FOR THE CITY OF STOCKTON**

THIS CONTRACT is entered into as of JUL 13, 2004, by and between the CITY OF STOCKTON, a municipal corporation (hereinafter "CITY"), and DELTA WIRELESS., a corporation (hereinafter "CONTRACTOR").

**W I T N E S S E T H**

WHEREAS, CITY utilized the Request for Proposal process to select CONTRACTOR to provide radio communications and system support service (PUR 04-035) described herein; and

WHEREAS, CONTRACTOR has the proper manpower and equipment to perform said services; and

WHEREAS, CONTRACTOR has agreed to perform said services in accordance with the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and the performance of the conditions contained herein, CITY and CONTRACTOR agree as follows:

**SECTION 1  
SCOPE OF SERVICES**

CONTRACTOR, for the benefit of and at the direction of CITY, shall perform the scope of services as set forth in Exhibit A, which is attached to this Contract and incorporated by this reference.

CONTRACTOR warrants that the services performed pursuant to this Contract, or at its direction, will be rendered in accordance with accepted practices and standards in CONTRACTOR's profession.

**SECTION 2  
COMPENSATION**

CONTRACTOR shall be compensated for said services in the amounts as set forth in Exhibit B, which is attached to this Contract and incorporated by this reference.

Payment will be made within thirty (30) days after invoices are received and accepted by the City Manager. Invoices are to be rendered monthly.

### SECTION 3 RIGHTS AND DUTIES OF CONTRACTOR

CONTRACTOR represents and warrants that it has, or will have at the time this Contract is executed, all licenses (including a City of Stockton Business License), permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Contract all such licenses, permits, qualifications, insurance and approvals.

CONTRACTOR shall not undertake any work beyond the scope of this Contract unless such additional work is approved in advance and in writing by CITY. The cost of such additional work shall be reimbursed to CONTRACTOR by CITY pursuant to the provisions contained in Section 4 of this Contract.

CONTRACTOR shall meet with CITY or third parties as necessary, on all matters connected with the carrying out of CONTRACTOR's services as described in Exhibit A. Such meetings shall be held at the request of either party hereto.

### SECTION 4 CHANGES IN WORK

CITY reserves the right to make such alterations as may be deemed necessary or advisable and to require such extra work as may be required for the proper completion of the whole work contemplated by CONTRACTOR.

Any such changes will be set forth in a contract change order which will specify, in addition to the work done in connection with the change made, adjustments of contract time, if any, and the basis of compensation for such work. A contract change order will not become effective until approved by the authorized CITY official or the City Council as set forth in the following provisions.

For contracts approved by the City Council for initial prices of less than One Hundred Thousand Dollars (\$100,000), individual and/or cumulative change orders of Twenty-Six Thousand Seven Hundred Forty Dollars (\$26,740) or greater require City Council approval. For contracts approved by the City Council with initial prices of One Hundred Thousand Dollars (\$100,000) or more, individual and/or cumulative change orders which exceed Twenty-Six Thousand Seven Hundred Forty Dollars (\$26,740) plus ten percent (10%) of the initial contract price over One Hundred Thousand Dollars (\$100,000) require City Council approval.

In emergency situations, the authorized CITY official may issue a change order beyond the authority limits described above in order to:

- (a) prevent interruption of the work which would result in a substantial increase in the costs to, or liability of, CITY; or
- (b) protect the work, equipment, materials to be used in the work, human safety, or the environment at or near the work from substantial and immediate danger or injury; or
- (c) protect, where damage or injury has occurred, work, equipment or materials to be used in the work, human safety, or the environment at or near the site of the work from further or additional damage or injury or deterioration.

The authorized CITY official shall have the authority to issue change orders in such sums as is reasonably necessary for such emergency purposes. After issuing a change order in an emergency situation described above, the authorized CITY official shall report such action and the reasons therefor to the City Council in writing not later than its next regularly scheduled meeting or as soon thereafter as is practical.

Upon receipt of an approved contract change order, CONTRACTOR shall proceed with the ordered work. If ordered in writing by CITY, CONTRACTOR shall proceed with the work so ordered prior to actual receipt of an approved contract change order therefor. In such cases, the CITY, as soon as practical, will issue an approved contract change order for such work.

When the compensation for an item of work is subject to adjustment under the provisions of this Section 4, CONTRACTOR shall, upon request, promptly furnish CITY with adequate detailed cost data for such item of work.

## SECTION 5

### TERM

The term of this Contract shall be from August 15, 2004, through August 14, 2009, with CITY reserving the right to extend this Contract annually by the Stockton City Council's adoption of the budget and appropriation of funds from the original contract expiration date. CONTRACTOR must request in writing, at least sixty (60) days prior to the end of the terms of this Contract, an extension of the original contract and CITY must agree to said extension. Renewal of this Contract shall be at the sole option of the City.



If such request is made and the parties agree that there has been satisfactory contract performance, suitability of the conditions, as well as compensation of the contract and any mutually agreed upon modifications or adjustments, then and in that event only, CITY may allow an extension of the original or mutually agreed upon modified term of the contract. Extensions to said contract are not considered expressed or implied, merely by the submission of a written request.

## SECTION 6 TERMINATION OF CONTRACT

### 6.1 Funding

This Contract will terminate without penalty at the end of the fiscal year in the event funds are not appropriated for the next fiscal year. If funds are appropriated for a portion of the fiscal year, this Contract will terminate without penalty, at the end of the term for which funds are appropriated.

### 6.2 Unconditional Termination for Convenience

Either party shall have the right to terminate this Contract, at any time, by providing the other party written notice of its intention to terminate sixty (60) calendar days prior to the effective date of said termination. Upon termination, CITY shall pay CONTRACTOR for all services satisfactorily performed pursuant to this Contract up to the date of termination. However, CITY shall assume no liability for costs, expenses or lost profits resulting from contracts entered into by CONTRACTOR with third parties in reliance upon this Contract.

## SECTION 7 NOTICES

All notices, requests, demands, and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender, and delivered by facsimile with a hard copy mailed first class, postage prepaid, or when sent by a courier or express services guaranteeing overnight delivery to the receiving party, and addressed to the respective party as follows:

To CITY:	City of Stockton Administrative Services Department 425 N. El Dorado Street Stockton, CA 95202-1997
----------	--

To CONTRACTOR: Delta Wireless  
Attn: David Naasz  
1830 Field Avenue  
Stockton, CA 95203

## SECTION 8 INDEPENDENT CONTRACTOR

Nothing in this Contract shall be interpreted so as to cause CONTRACTOR to be considered an employee of CITY. CONTRACTOR is employed solely as an independent contractor to render a professional service and is responsible for all obligations consistent with that status.

Subcontractors shall not be recognized as having any direct or contractual relationship with the CITY. The persons engaged in the work, including employees of subcontractors and suppliers, will be considered employees of CONTRACTOR. CONTRACTOR shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Contract. CONTRACTOR is responsible to CITY for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

## SECTION 9 INSURANCE

CONTRACTOR shall comply with the insurance requirements set forth in Exhibit D, which is attached to this Contract and incorporated by this reference.

## SECTION 10 INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless CITY, its officers, agents, and employees, from any claim, expense, liability, or payment for any injury, death, or damage to any person or property to the extent caused by CONTRACTOR's willful misconduct or negligent performance of its duties pursuant to this Contract. Such indemnification shall include all claims, suits, or actions of every name, kind, and description resulting from the providing of radio communications and system support services (PUR 04-035), or by or on account of any act or omission by CONTRACTOR or its agents during the progress of this Contract or at any time before its completion. However, CONTRACTOR shall not be held liable for claims, suits, or actions, or to indemnify, defend and hold harmless CITY if the injury to or death of any person, or damage to property, is the result of willful misconduct or negligence of CITY.

## SECTION 11 AUDITING

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Contract. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Contract. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Contract.

## SECTION 12 ATTORNEY'S FEES

In the event that legal action is brought by either party against the other, the prevailing party shall be reimbursed by the other for the prevailing party's legal costs, in addition to whatever other judgments, or settlement sums, if any, may be due. Such legal costs shall include, but not be limited to, reasonable attorney's fees, court costs, expert witness fees and other documented expenses.

## SECTION 13 ASSIGNMENT

CONTRACTOR shall neither assign nor delegate its rights and/or duties under this Contract without first obtaining CITY's written consent to the assignment and/or delegation. Any such assignment or delegation made by CONTRACTOR without prior written consent of CITY will render this Contract voidable at sole discretion of CITY.

## SECTION 14 NONDISCRIMINATION

In performing services under this Contract, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any subcontractors on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

**SECTION 15**  
**APPLICABLE LAW**

The provisions of this Contract and any and all disputes arising therefrom shall be governed by the laws of the State of California.

**SECTION 16**  
**CAPTIONS**

The captions of the sections of this Contract are for convenience only and shall not be deemed to be relevant in resolving any questions of interpretation or intent.

**SECTION 17**  
**INTEGRATION AND MODIFICATION**

The Request for Proposal (RFP) and the response of CONTRACTOR both on file with the City Clerk, are hereby incorporated herein by reference to the extent that the RFP and such response of CONTRACTOR do not differ from the provisions and terms of this Contract, and if a difference does exist the provisions and terms of this Contract shall supersede the RFP and the response of CONTRACTOR.

This Contract represents the entire integrated agreement between CONTRACTOR and CITY; supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties; and may be amended only by written instrument signed by CONTRACTOR and CITY.

**SECTION 18**  
**SEVERABILITY**

The provisions of this Contract are severable to the extent that should any of its provisions or terms be declared void in whole or in part by operation of law or agreement of the parties, the remainder of the provisions or terms not expressly declared void shall remain enforceable and in full effect.

**SECTION 19**  
**AUTHORITY**

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Contract.

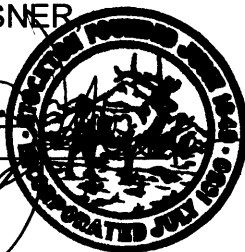
IN WITNESS WHEREOF, the parties have executed this Contract the day first hereinabove written.

ATTEST:

KATHERINE GONG MEISSNER  
CITY CLERK

By

  
City Clerk



CITY OF STOCKTON, a municipal  
corporation

By

  
City Manager

"CITY"

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

By

  
Assistant City Attorney

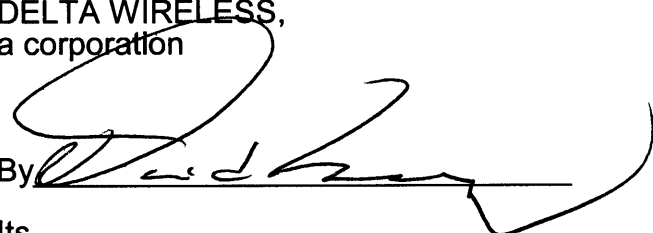
APPROVED AS TO FORM:

\_\_\_\_\_  
(Contractor's Attorney)

DELTA WIRELESS,  
a corporation

By

Its

  
David Narsz  
(Printed Name)

"CONTRACTOR"

**EXHIBIT A****SCOPE OF SERVICES****System Overview**

The City's Public Safety and Local Government RF Systems are private and standalone. There are two UHF LG channels; one VHF LG channel; six UHF SPD channels; two 800 MHZ PD channels; four SFD channels and one 18 GHZ microwave channel. The City of Stockton holds and maintains all FCC licenses for its VHF, UHF, 800 MHZ and 18 GHZ RF systems. To support the complexity of the City's Public Safety wide area operations, many types of transport or connectivity are utilized in this effort. Specifically, the City uses T1, two-wire circuits, 18 GHZ microwave and wireless Ethernet. The City is responsible for the CSU/DSU equipment at each end of the applicable transport. In addition, the City utilizes San Joaquin County's 6 GHZ OC3 Harris Mega Star Microwave System and their Cisco ONS MUX to support Public Safety operations. Furthermore, the City is contractually co-located with San Joaquin County to utilize their antenna systems, emergency power and equipment shelters.

**Detailed Systems Descriptions by Department**

Stockton Police Department operates one hundred and seventy-six (176) mobile units and two hundred and forty-nine (249) portable units on six Motorola Astro Digital encrypted wide area systems. Stockton Police Department's mobile data system is a Motorola Data TAC wide area two-channel system configured for citywide roaming. This system is loaded with one hundred twenty-seven (127) Data911 MDC units with Motorola VRM modems and Cisco NICs to support SPD wireless data operations. For command and control over these wireless and wire-line networks, SPD utilizes a five position Motorola Gold Elite console system which is interfaced to CAD, CLETS, RMS, MACO, etc.

Stockton Fire Department is responsible for dispatching fire and EMS units and personnel in Stockton and throughout San Joaquin County as the County Regional Dispatch Center. In Stockton, SFD operates on four Motorola Astro Digital wide area channels that support sixty (60) mobile and one hundred twenty (120) portable units. For command and control over these wireless and wire-line networks SFD utilizes a six position Motorola Gold Elite console system. SFD dispatch operations rely heavily upon the County's RF infrastructure, microwave connectivity and sites. SFD dispatches on four different RF systems, three CAD integrated customized Zetron stations and personnel alerting systems interfaced CAD.

The City of Stockton's Public Works, General Government, and Administrative Services Departments operate on two UHF repeated TAC channels. The fixed end equipment consists of Motorola repeaters with Spectra TAC receivers and

comparators. There are sixty-six (66) mobile and ninety-eight (98) portable units on this system.

The City of Stockton's Municipal Utilities Department operates on a single VHF TAC channel. The fixed end equipment consists of a Motorola repeater with Spectra TAC receivers and comparator. There are nineteen (19) mobile and thirty-four (34) portable units on this system.

## **2.1 Scope of Work**

Contractor shall furnish all services, parts, material, and labor to support the operation of the City's private wireless systems. The City requires a high level of "Systems Support" under this contract. The integration of both voice and data subsystems requires extensive knowledge and experience in both the RF and Information Technology fields. The equipment and systems supported will include: wide area RF analog and digital voice modulation, encryption, Public Safety mobile data infrastructure, PSAP consoles, 802.11g, mobile data RF, analog and digital wide area voted RF, digital microwave, fiber MUX and CSU/DSU equipment. Parts and materials used are to be in accordance with the equipment manufacturer's recommendation and approved by the City. Equipment manufacturers include: Adtran, Cisco, Harris, Motorola, Pelco, and Zetron.

- 2.1.1 A service order will be provided for each item of equipment listed on the equipment schedule, which is installed, removed, repaired, relocated, or serviced in any way.
- 2.1.2 Work will be performed as a requirement of any City activity and be noted in a service report.
- 2.1.3 Maintenance and repair services will include all parts and labor.
- 2.1.4 Regularly scheduled preventative maintenance and other routine maintenance will be provided as recommended by the equipment manufacturer.
- 2.1.5 Emergency service will be provided 365 days a year, 24 hours a day, with 30 minutes response time for all base stations, repeaters, Communications Center equipment, and key emergency vehicles.
- 2.1.6 A means to contact emergency service technicians 365 days a year, 24 hours a day (e.g., telephone, Cellular phone, pager, etc.) will be provided.
- 2.1.7 A stock of service parts and components, in an adequate amount to ensure prompt maintenance and repair of the City's schedule of



equipment will be kept on hand at all times. The cost of the inventory of spare parts shall be the Contractor's responsibility.

- 2.1.8 Motorola products will be installed and repaired per R56 2001 standards where applicable. To support these tasks, Contractor will provide an authorized Motorola Service and Warranty Center locally with component level repair facilities staffed for on-demand "Public Safety" services.
- 2.1.9 Routine maintenance Monday through Friday, 8:00 a.m. – 5:00 p.m., excluding City holidays, will be provided. Equipment removed from service for routine maintenance and found to require unusual down time, extensive repair or beyond repair, will be reported immediately to the City's designated representative(s).
- 2.1.10 Contractor will assure that all equipment listed in Exhibit C is maintained at no less than equal to the maintenance specifications recommended by the manufacturer.
- 2.1.11 All parts and sub-assemblies proposed to be replaced are to be replaced as recommended by the manufacturer of the equipment. Proposed substitutions are subject to approval by the City's designated representative(s). Items proposed for substitution will be reviewed by the City's representative(s) for compliance with manufacturer's specifications and field performance standards.
- 2.1.12 Modification of equipment shall not be made by Contractor unless specifically approved by the City's representative(s).
- 2.1.13 Any requests for service received by the Contractor's representative(s) from other than the City's designated representative(s) shall immediately be referred to the City's designated representative(s) who shall approve or obtain approval for the request prior to authorizing the Contractor to perform the work requested.
- 2.1.14 Contractor shall, at its sole cost and expense, furnish a local "in-City" facility and/or mobile service vehicle, with equipment required for furnishing services pursuant to this RFP. The City may inspect these assets throughout the contract period for compliance. Contractor's work within City facilities shall be confined to the area occupied by the operating equipment during its normal use, except as authorized by the City's designated representative(s).
- 2.1.15 The City reserves the right to add, delete, or change equipment on the City Radio Equipment List, Exhibit C, as required and directed

by the City's designated representative(s). The monthly cost of maintenance for additions or changes is to be determined on the basis of the prices currently in effect for the existing item. Such additions, deletions, or changes will become effective immediately for service. In the event that there is a material system increase or decrease, the monthly cost will be negotiated.

2.1.16 Contractor will supply, by department, an annual radio equipment inventory.

2.1.17 Contractor shall assign representatives to coordinate the performance of the contract with the City's representative(s). The City's designated representative(s) shall be responsible for requesting scheduling, installations, modifications, equipment removals, and requests for service. Contractor shall staff and maintain during the contract period, experienced human resources to coordinate daily service, repairs, parts ordering, installations, equipment tracking and problem resolution. Contractor shall provide quarterly service statistics and inventory control.

2.1.18 Contractor will not have the right to subcontract in whole, or in part, the work without prior approval of the City.

2.1.19 City equipment sent to repair depots will require City pre-approval.

2.1.20 It shall be the responsibility of the Contractor to notify the City and comply with all agency requirements for licensing and permits required for the legal operation of the City's systems.

2.1.21 Contractor is to maintain, during the contract period, the following: status as a Motorola Service Shop (MSS), Motorola Warranty Repair Center, State of California Electrical Contractors License, Computer Networking Certifications, Harris Corporation approved Subcontractor Status, Harris Training Certifications, Cisco Certification, and a City of Stockton Business License. Any application required to maintain valid licenses and permits now or in the future shall be the responsibility of Contractor.

2.1.22 Mobile Installations:

Installations are defined as the installation of mobile radio equipment covered by system support contract. Command vehicles are excluded; Contractor will provide a quote.

## **2.2 RESPONSE/REPAIR TIME**

Upon receipt of notice of outage or malfunction, Contractor will initiate repairs or adjustments as required to place the equipment in normal working condition. Response time is defined as the allotted time from receipt of trouble call to arrival at equipment site by authorized service personnel. The following response times will apply.

2.2.1 Contractor will provide twenty-four (24) hour coverage with thirty (30) minute response, on base stations, repeaters, dispatch consoles, and key command vehicles, 365 days per year.

2.2.2 The remaining equipment will be covered on a normal five-day (Monday through Friday), forty (40) hour work week. Response will be same day whenever possible

2.2.3 Cisco Routers on Harris Microwave SONET ring require on-site advance hardware replacement with configuration restoration.

2.2.3.1 All parts, hardware, material and labor required for maintenance delivered on-site within four (4) hours after the problem has been assessed.

2.2.3.2 The City may allow next day delivery of the hardware based on the site of outage and the current availability of the product.

2.2.3.3 The on-site technician provided by the Contractor is to be Cisco certified and have a minimum of a CCNA certification by Cisco.

2.2.3.4 The Contractor may hire a subcontractor to perform the Cisco maintenance. The City reserves the right to reject any subcontractor that the City determines does not meet the minimum qualifications to provide support.

2.2.3.5 Contractor will be responsible for the installation of defect patches and maintenance releases as defined by the manufacturer as a major requirement for the ongoing operation and support of the hardware.

2.2.3.6 The management agent software on all hardware provided will be the same version or higher on all advanced replacement hardware.

2.2.3.7 The Contractor will indicate whether or not Cisco SMARTnet maintenance support is being provided as part of the services quoted. The City may require that all SMARTnet agreements be assigned to the City.

## **2.3 MAINTENANCE STANDARDS**

2.3.1 All equipment will be maintained to manufacturer's specifications. Motorola R56 standards will be applied to all fixed equipment.

2.3.2 Manufacturer approved replacement parts will be used in the repair of radio equipment to the maximum extent practical. When other than manufacturer's parts are used, they are to be of equal quality and technical ratings.

2.3.3 Preventative maintenance is to be performed on a semi-annual basis on fixed equipment.

2.3.4 Fixed station antennas and transmission lines will be repaired above contract as necessary, upon the approval of the City's designated representative(s).

2.3.5 Power output of all transmitters will be maintained within 10% of the Manufacturer's Rated Output Power unless otherwise directed by the City or restricted by the Federal Communications Commission.

### **2.3.6 Programming**

Reprogramming of portable and mobile equipment shall be a part of the services provided, when it applies to the repair/maintenance of the system. New equipment shall be quoted.

## **2.4 ADDITIONAL SUPPORT, STANDARDS, PROFICIENCIES AND REQUIRED EXPERIENCE**

2.4.1 Contractor may be required to work with telephone company personnel to identify location of any malfunctions of leased lines. Contractor will follow the telephone companies written reporting processes.

2.4.2 Contractor may be required to work with other equipment maintenance contractors who are under contract with the City for the maintenance of equipment and/or sub-systems, which are interconnected, interfaced, or associated with the City's RF systems or data systems.

2.4.3 Contractor will work with the City by providing technical assistance, recommendations and attending meetings pertaining to the City RF Voice and Data System, E911 Center operations, or related disciplines. These services are provided to the City within the monthly fee structure, within reason and respect to the Contractor's workload considerations. In addition, Contractor will provide RF inference resolution with the City's licensed frequencies and represent the City with the FCC on related technical issues.

2.4.4 Required Product Training & Certificates:

- Adtran TSU 100/600
- California State Electrical Contractor License (C-7 or C-10)
- Cisco Aironet
- Cisco CCNA
- City of Stockton Business License
- Harris Micro Star CIT
- Harris Subcontractor Status
- Motorola Astro Products
- Motorola Data Systems
- Motorola Gold Elite
- Motorola Service Shop (MSS)
- Motorola Warranty Center
- Panduit 5E/VIP

**EXHIBIT B****COMPENSATION**

The City shall pay Contractor an amount of Twenty-two Thousand Dollars (\$22,000.00), per month for services performed pursuant to this Contract.

In the event Contractor seeks to raise its base price in succeeding years, Contractor shall produce evidence that they have experienced a cost change and by what amount their costs have changed. Negotiated annual price increases may be allowed for each subsequent year, however, at no time will any annual increase exceed the published Consumer Price Index (CPI).

Payments by the City shall be made within thirty (30) days after receipt of invoice from Contractor. Additionally, for services requested and approved outside the defined scope of work, the Contractor shall be compensated by the following rate schedule:

- |                        |                  |
|------------------------|------------------|
| • Field Services       | \$82.00 per hour |
| • In-Shop Services     | \$78.00 per hour |
| • Engineering Services | \$90.00 per hour |
| • RF Design            | \$90.00 per hour |

**EXHIBIT C**  
**City Radio Equipment Inventory**

<u>Qty</u>	<u>Model Name</u>	<u>Model Number</u>
12	Adtran	TSU100e
5	Adtran	TSU600
13	Adtran	TSU600e
3	Adtran Tracer 2603	1280003L2
2	Adtran Tracer 3200	1280580L1
7	Camera	V13003C
4	Ceb Board	B1825AA
1	Ceb Board	B1827A
1	CVC	N1248A
1	CVC	NTN1043B
2	DVP	C3014CX
1	DVP	T5795A
2	Harris Microwave Radio	201-901360-109
9	Motorola Astro DIU	F2048A
58	Motorola Astro Saber	H04RDC9PW5AN
161	Motorola Astro Spectra	D04RKF9PW5AN
8	Motorola Astro Spectra	T04RLH9PW9AN
2	Motorola C200 Remote	L3166A
9	Motorola Comparator	T5770A



<u>Qty</u>	<u>Model Name</u>	<u>Model Number</u>
4	Motorola Comparator	Q2980A
4	Motorola Comparator	Q2207D
4	Motorola Comparator	T1786B
23	Motorola HT-1000	H01RDC9AA1DN
1	Motorola HT-600	H43SVU7120BN
6	Motorola HT-750	AAH25KDG9AA4A
1	Motorola ITR-2000	ITR2000
10	Motorola Maratrac	T73XTA7DA2BK
5	Motorola Maratrac	T74XTA7DA3AK
9	Motorola Maxtrac-300	D43MJA77A3CK
7	Motorola MCS-2000	M01KHL9PW4AN
19	Motorola Micor	T44RTA3603AA
1	Motorola Micor Base	C73RTB3105BV
26	Motorola Mitrek	T34JJA3400AK
3	Motorola Mitrek	T53JJA3900DK
2	Motorola Mocom Base	L73BBA1000A
6	Motorola Mocom	T73BBA1900BA
3	Motorola Mocom	U43BBA1900A
2	Motorola Mocom	U44BBN3190A
5	Motorola Mocom	U73BBA1000A

<u>Qty</u>	<u>Model Name</u>	<u>Model Number</u>
1	Motorola Motrac	U43HHT1100A
9	Motorola Motrac	U73MHT1100B
1	Motorola Motran	T44MST3180AV
1	Motorola MSF-5000	C74CXB7106AT
1	Motorola MSR-2000 Base	C73KSB3106BT
6	Motorola MT-500	H33BBB1143A
25	Motorola MTS-2000	H01RDD9PW1BN
51	Motorola Multi-charger	NTN-4796
10	Motorola Operator position	D7960E
1	Motorola Operator position	D8630E
1	Motorola Operator position	D9000E
13	Motorola Quantar Repeater	T5365A
1	Motorola Radius M1255	869FZQ5384
1	Motorola Radius SP50	P94YQT20G2AAN
3	Motorola Receiver	C04RTB3108
43	Motorola Receiver	T5589A
5	Motorola Remote	L1475A
1	Motorola Remote	L1925A
1	Motorola Remote	L3216A
3	Motorola Remote	PL3146A
2	Motorola Remote	T5600A

<u>Qty</u>	<u>Model Name</u>	<u>Model Number</u>
3	Motorola Remote	T1383AE
1	Motorola Remote	T1388AE
2	Motorola Remote	T1605CM
1	Motorola RNC	SMM4450MDD
26	Motorola Spectra	D34KXA7JA5AK
139	Motorola Spectra	D44KXA7JA5BK
8	Motorola Spectra	DA5KK068W
7	Motorola Spectra	T84FWA7HA9AK
12	Motorola Syntor	T74VBJ7004BK
1	Motorola Tone Remote	ITR2000
3	Motorola Tone Remote	EN1001A
1	Motorola UHF Power Amp	TLN3446
1	Motorola UHF Exciter	TLN3375
13	Motorola Visar	H05SDD9AAxN
1	Motorola VHF Power Amp	TLN3254
1	Motorola VHF Exciter	TLN3375
127	Motorola Modem	VRM-650
8	Motorola Voting Receiver	C04RTB3108C
1	Motorola Voting Receiver	C04RTB3108A
286	Motorola XTS-3000	H09SDC9PW5BN

<u>Qty</u>	<u>Model Name</u>	<u>Model Number</u>
108	Motorola XTS-3000	H09RDF9PW7BN
5	Zetron Encoder	25
4	Zetron Encoder	26
127	Cisco 802.11b PCMCIA	

**EXHIBIT D****INSURANCE REQUIREMENTS**

CONTRACTOR shall procure and maintain for the duration of the contract insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives or employees.

**Minimum Limits of Insurance**

CONTRACTOR shall maintain insurance limits not less than:

1. General liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage.  
  
If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: As required by State law.
3. Employers Liability: \$1,000,000 per accident for bodily injury or disease.

**Deductibles and Self-Insured Retention**

Any deductibles or self-insured retention must be declared to and approved by CITY.

**Other Insurance Provisions**

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, and volunteers are to be covered as additional insured on general liability and automobile liability policies as respects: liability out of activities performed by or on behalf of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; and automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees or volunteers.
2. For any claims related to this project, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees or volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.

3. Any failure to comply with the reporting or other provisions of the policies shall not affect coverage provided to CITY, its officers, officials, employees or volunteers.
4. CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to CITY.

#### Subcontractors

Before permitting any subcontractors to perform work under this Contract, CONTRACTOR shall require subcontractors to furnish satisfactory proof that insurance has been issued and is maintained similar to that provided by CONTRACTOR as may be applied to each subcontractor's work.

#### Acceptability of Insurers

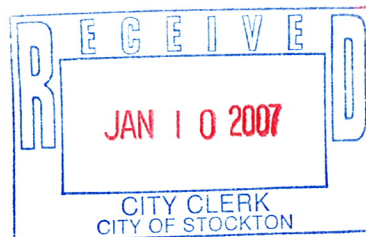
Insurance is to be placed with insurers that are admitted insurance carriers in the State of California, or must otherwise be approved by CITY.

#### Verification of Coverage

CONTRACTOR shall furnish CITY with original endorsements of effective coverage for policies on which CITY is included as an additional insured as required by this Exhibit, and shall furnish original certificates of insurance for all other required policies. The endorsements are to be signed by the person authorized by the insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by CITY before work commences. Additional insured coverage shall be limited to the acts, actions, omissions, or neglects of CONTRACTOR, its employees, agents and subcontractors and in no way to include losses caused by acts, actions, omissions or neglects of additional insureds or third parties.

Upon request, CONTRACTOR shall furnish CITY a certified copy of any or all policies of insurance covering the work required under this Contract.

C-04-256



December 29, 2006

Delta Wireless & Network Solutions  
Attn: **David Naasz**  
1700 W. Fremont Street  
Stockton, CA 95203

SUBJECT: **RADIO COMMUNICATIONS AND SYSTEMS SUPPORT  
SERVICES AMENDMENT (PUR 04-035)**

---

Enclosed is an original and a copy of the amendment for the captioned project. **Please execute both contracts and return one fully executed original to this office as soon as possible.** Retain the other copy for your files.

If you should have any questions, please contact Candy Retamoza at (209) 937-8359.

EUGENE PAINCHAUD  
CITY PURCHASING AGENT AND  
INVESTMENT OFFICER

EPP:ds

cc: File – PUR 04-035

**AMENDMENT TO RADIO COMMUNICATIONS  
AND SYSTEMS SUPPORT SERVICES  
BETWEEN THE CITY OF STOCKTON AND  
DELTA WIRELESS, A CORPORATION**

This Amendment to the Services Agreement, the "Amendment", is entered into on \_\_\_\_\_ by and between the City of Stockton, a municipal corporation, the "CITY", and Delta Wireless, a corporation, the "CONTRACTOR", to provide radio communications and support services (PUR 04-035).

RECITALS

WHEREAS, CITY and CONTRACTOR entered into an agreement July 13, 2004, the "Agreement", pursuant to Council Resolution 04-0548;

WHEREAS, CITY and CONTRACTOR now desires to amend said agreement as follows:

AMENDMENT TO SERVICES AGREEMENT

1. The following subsection of Section 2.1 is hereby added to read as follows:

2.1.23 Third party systems or subsystems may be added to the contract by mutual written agreement which will contain the following criteria:

- Third party integration/impact study...
- Third party manufacturer's verification and captivity with current system...
- Third party 60 day acceptance test plan with "burn in" period, methodology to be approved by City and Contractor...


All other terms and conditions of the Agreement not expressly amended by this document shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment as of the date first above written.

CITY OF STOCKTON  
A Municipal Corporation

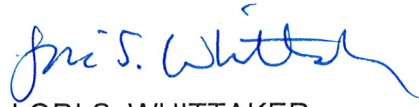
By:   
EUGENE P. PAINCHAUD  
CITY PURCHASING AGENT

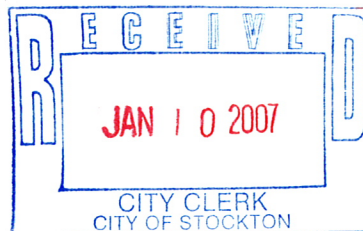
DELTA WIRELESS, INC.

By:   
Printed Name: David Nassar  
Title: President -  
"CONTRACTOR"

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.  
CITY ATTORNEY

By:   
LORI S. WHITTAKER  
Deputy City Attorney



C-04-256





March 7, 2019

City of Stockton  
Terrell Harper  
Project Manager II  
City of Stockton - Information Technology  
400 E Main Street | 4<sup>th</sup> Floor | Stockton | CA

Mr. Harper,

Motorola Solutions supplies a wide array of communications products. Some products are available from our Direct Salespersons and Manufacture Representatives (MR) or our In-Direct Sales Channels, while others, often depending on complexity or degree of engineering requirements, are only available through one channel or the other. Our products are distributed through our Direct Salespeople or designated Manufacturer Representatives. We assign only one MR to each state/local account and Delta Wireless is assigned to the City of Stockton.

In this case as a manufactured representative, Delta Wireless is an agent for Motorola. We authorize Delta Wireless to use our contract pricing, promotions, and services to our customers and accept PO's for Motorola products.

If you should have any questions please feel free to contact me at 916-201-5670. Thank you for your continued interest in Motorola products and services.

Best regards,

MOTOROLA SOLUTIONS, INC.

Mike Marraccini  
Senior Account Manager,  
Government & Public Safety

CC: Cheri Lynn Eklund, Delta Wireless



**1700 W. Fremont Street  
Stockton, CA 95203  
209-948-9611  
209-948-0103 Fax**

May 4, 2022

City of Stockton  
425 N El Dorado Street  
Stockton, Ca. 95203  
Attn: Information Technology

Ref: One year extension of Maintenance Contract

This is a formal request to extend the Radio Maintenance contract for one year 7/1/22 – 6/30/23.

Please advise if this meets with your approval, Thank you.

Regards,

Debra Thompson  
Financial Business Manager  
Delta Wireless, Inc.



1700 W. Fremont St.  
 Stockton Ca; 95203  
 (209) 948-9611 fax (209) 948-0103

## Service Agreement

Customer: City of Stockton	Service Agreement No:	S0508195
Attention: Terrell Harper	Agreement Date:	4/25/2022
Address: 425 N El Dorado Street	Date Maintenance Begins:	7/1/2022
City: Stockton State: CA Zip: 95203	Date Maintenance Ends:	6/30/2023
Phone: Fax:	Payment Period:	MONTHLY
E-Mail:	Customer PO#:	
	Negotiated by:	Debra Thompson

				Annual Fee	
Quantity	Equipment	Descriptions	Place of Service	Per Month	Annual
12	Radio Communications & System Support Service			\$42,036.40	\$504,436.80
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

**TOTAL: \$504,436.80**

### Special Instructions

Service 7 X 24 hour for Infrastructure equipment and Monday - Friday 8:00 - 5:00 subscriber service per inventory equipment list.  
 Contract is cancelable with 30-day written notification by either party.

**City of Stockton  
Maintenance Quote  
Delta Warranty Plus**

				2022/23	2023/24
Equip			Qty		
				Annual	\$ 504,436.80
				Monthly	\$ 42,036.40
				Backbone	\$ 20,300.40
				Subscriber	\$ 21,736.00
	Delta PM Plus				\$ 504,820.80
	Delta Standard Ma				\$ 42,068.40
	Warranty				\$ 20,300.40
					\$ 21,768.00
SFD	Motorola VPM	B1933	10	\$	403.20
SFD	Workstation	HP Z2 MINI	10	\$	3,528.00
SFD	Workstation	HP Z440	2	\$	312.00
SFD	Ethernet Switch-24	CLN1856	6	\$	243.20
SFD	Ethernet Switch	CLN1868A	3	\$	123.20
SFD	GGM8000 Gateway	T7577A	6	\$	243.20
SFD	GCP8000 Site Controller	T7038	1	\$	86.40
SFD	SDM 3000 AUX I-O	F4543	1	\$	86.40
SFD	SITE AND HUB ROUTER	T8492	3	\$	123.20
SFD	APX7500 Console	L30SSS9PW1N	1	\$	81.00
SPD	L Core	T8259A	1	\$	1,792.80
SPD	MCC7500E DISPATCH POSITIO	HP Z2 MINI	8	\$	2,828.00
SPD	Z440 WORKSTATION-AIS	HP Z440	1	\$	162.00
SPD	Z440 WORKSTATION-CAM	HP Z440	1	\$	162.00
SPD	Z440 WORKSTATION	HP Z440	3	\$	462.00
SPD	24-PORT SWITCH	CLN1868	5	\$	203.20
SPD	48-PORT SWITCH	CLN1869	2	\$	166.40
SPD	SITE AND HUB ROUTER	T8492	5	\$	203.20
SPD	GCP8000 Site Controller	T7038	1	\$	86.40
SPD	GGM8000 Gateway	T7577A	3	\$	123.20
SPD	GGM8000 Gateway	TYN4001B	1	\$	43.20
SPD	Motorola VPM	B1933	1	\$	43.20
SPD	Motorola VPM - FRU	B1934	1	\$	43.20
SPD	APX7500 Console	L37TSS9PW1 N	1	\$	81.00
SPD	Site Manager AUX-IO	F4543	1	\$	86.40
SPD	Site Manager AUX-IO	F4547	1	\$	86.40
	Adtran Tracer	1280005L2	3	\$	180.00
	Adtran Tracer 2603	1280003L2	4	\$	240.00
	Adtran Tracer	1202076L2	1	\$	60.00
	Adtran Tracer 3200	1280580L1	2	\$	120.00
	Harris Microwave	201-901360-109	4	\$	440.00
	Harris Truepoint Microwave	201-902505-501	4	\$	440.00
	Voting RX	C04RTB3108	3	\$	120.00
	Dual E & M Plug	Dual E & M Plug	6	\$	24.00
	Aviat Microwave	IRU600	4	\$	440.00
	XTL5000	L20SSS9PW1AN	2	\$	100.00
	XTL5000 Control Station	M20QSS9PW1AN	2	\$	50.00
	APX4500 Alerting Base	M22QSS9PW1AN	12	\$	480.00
	Voting RX	Q2207A	4	\$	280.00
	Comparator	Q2980A	3	\$	210.00
	Remote	L1475A	1	\$	5.00
	Remote	L3166A	1	\$	5.00
	Comparator	T1786B	1	\$	70.00
	Quantar	T5365A	19	\$	1,900.00
	Receiver	T5589A	64	\$	2,432.00
	Remote	T5600B	1	\$	3.00
	Comparator	T5770A	11	\$	770.00
	MTR2000 RX	T5731A	1	\$	38.00
	DVP	T5795	1	\$	10.00
	VHF Rx Amp	TLN3251A	2	\$	18.00
	VHF Exciter PA	TLN3253A	1	\$	9.00
	VHF Exciter PA	TLN3254A	1	\$	9.00
	FRU UHF RX	TLN3306A	1	\$	9.00
	FRU UHF RX	TLN3313A	1	\$	9.00
	UHF Rx Amp	TLN3314A	1	\$	9.00

**City of Stockton  
Maintenance Quote  
Delta Warranty Plus**

UHF Exciter PA	TLN3375A	1		\$	9.00	\$	9.00
UHF Exciter PA	TLN3446A	1		\$	9.00	\$	9.00
APX4500	M22QSS9PW1AN	38		\$	608.00	\$	608.00
APX4500/SFS Warranty	M22QSS9PW1AN	52	\$ 16.00	\$	728.00	\$	728.00
APX6500	M25QSS9PW1AN	362		\$	5,792.00	\$	5,792.00
APX6500/SFS Warranty	M25QSS9PW1AN	10	\$ 16.00	\$	140.00	\$	160.00
APX7500	M30QSS9PW1AN	7		\$	112.00	\$	112.00
APX7500	M30TDS9PW1AN	1		\$	16.00	\$	16.00
APX7500	M30TXS9PW1AN	67		\$	1,072.00	\$	1,072.00
APX8500	M37TSS9PW1AN	7		\$	112.00	\$	112.00
APX8500/SFS Warranty	M37TSS9PW1AN	11	\$ -	\$	176.00	\$	176.00
APX8500/SFS Warranty	M37TSS9PW1AN	1	\$ 16.00	\$	14.00	\$	14.00
XTS4000	H51QDF9PW6AN	99		\$	1,386.00	\$	1,386.00
APX8000	H91TGD9PW7AN	108		\$	1,512.00	\$	1,512.00
APX8000/SFS Warranty	H91TGD9PW7AN	6	\$ 14.00	\$	72.00	\$	84.00
APX7000	H97TGD9PW1AN	33		\$	462.00	\$	462.00
APX6000	H98QDD9PW5AN	674		\$	9,436.00	\$	9,436.00
APX6000/SFS Warranty	H98QDD9PW5BN	7		\$	98.00	\$	98.00



April 11, 2022

Stockton Fire - Adtran  
425 N. El Dorado  
Stockton Ca 95202

Attn: Terrell Harper  
RE: Maintenance Agreement Renewal

Enclosed you will find your new Delta Wireless Service Agreement to renew your maintenance coverage for the Adtran system. To ensure continuous coverage, please sign the contract and return or fax as soon as possible.

If your inventory has adjusted in any way, please make the appropriate changes or give me a call (209) 948-9611. Thank you for allowing us to serve you.

Regards,

Debra Thompson  
Business Manager



**WIRELESS, INC**

1700 W. Fremont St.

Stockton Ca; 95203

(209) 948-9611 fax (209) 948-0103

## Service Agreement Renewal

Customer: Stockton Fire - Adtran	Service Agreement No: S01990088
Attention: Terrell Harper	Agreement Date: 4/11/2022
Address: 425 N. El Dorado	Date Maintenance Begins: 7/1/2022
City: Stockton State: CA Zip: 95202	Date Maintenance Ends: 6/30/2023
Phone: 209-937-8254 Fax:	Payment Period: Monthly
E-Mail: <a href="mailto:Terrell.Harper@stocktongov.com">Terrell.Harper@stocktongov.com</a>	Customer PO#:
	Negotiated by: Debra Thompson

## Monthly Fees

Quantity	Equipment	Descriptions	Place of Service	Per Unit	Extended
3		56/64 plug in module	Stockton Fire	\$4.00	\$12.00
3		Dual 56/64 plug in modul	Stockton Fire	\$4.00	\$12.00
91		E & M Cards	Stockton Fire	\$4.00	\$364.00
8	Adtran	E& M Cards	PD Data/Voting	\$3.75	\$30.00
21	Adtran	TSU600E / 600	Co #13	\$13.00	\$273.00
23	Adtran	TSU100 / 100E	Stockton Fire	\$13.00	\$299.00
4	Adtran	v.35 data cards	Stockton Fire	\$4.00	\$16.00
11	Adtran	voice cards	Stockton Fire	\$4.00	\$44.00
8	Atlas 550	Atlas 550 Base		\$60.00	\$480.00
24	E&M Cards	E& M Cards	SPD-Crth	\$4.00	\$96.00
24	E&M Cards	E& M Cards	SFD-SPD	\$4.00	\$96.00
22	Octal E&M Module	Atlas 550 Octal		\$4.00	\$88.00
2	Octal FXS Module	Atlas 550 FXS		\$4.00	\$8.00
8	Quad	FXS Card	Stockton Fire	\$4.00	\$32.00
Total:					\$1,850.00
Total from page 2:					\$872.00

<b>TOTAL:</b>	<b>\$2,722.00</b>
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When this agreement is accepted by Delta Wireless Inc., the equipment on the customer/agreement order referenced above will be serviced by Delta Wireless Inc. in accordance with the Terms and Conditions printed on the reverse side. This agreement does not include replacement of antennas or batteries or service of any transmission line, antenna, tower, or tower lighting unless such work is described below.

**Special Instructions**

\*Contract is cancelable with 30-day written notification by either party.

Customer Name:	Delta Wireless, Inc.
Authorized Signature or PO#:	Authorized Signature:



Quantity	Equipment	Descriptions	Place of Service	Per Unit	Extended
4	Quintron	Shelves/Power Supply		\$5.00	\$20.00
6	Quintron	T1 Switches		\$11.50	\$69.00
2	WAN	Interface Cables	Co# 13	\$11.50	\$23.00
14	Zetron	Model 6 / Decoder	Stockton Fire	\$40.00	\$560.00
5	Zetron	Model 25 / Encoder	Stockton Fire	\$40.00	\$200.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Total:					\$872.00



MAY 13 2022



May 13, 2022

Stockton Fire – David Clark  
425 N. El Dorado Street  
Stockton Ca 95202

Attn: Terrell Harper  
RE: Maintenance Agreement Renewal

Enclosed you will find your new Delta Wireless Service Agreement to renew your maintenance coverage for the David Clark System. To ensure continuous coverage, please sign the contract and return or fax as soon as possible.

If your inventory has adjusted in any way, please make the appropriate changes or give me a call (209) 948-9611. Thank you for allowing us to serve you.

Regards,

Debra Thompson  
Business Manager

## Service Agreement Renewal

**WIRELESS, INC**  
1700 W. Fremont St.  
Stockton Ca; 95203  
(209) 948-9611 fax (209) 948-0103

Customer: Stockton Fire - David Clark

Attention: Terrell Harper

Address: 425 N. El Dorado Street

City: Stockton

State: CA

Zip: 95202

Phone: 209-937-8254

Fax:

E-Mail: [Terrell.Harper@stocktongov.com](mailto:Terrell.Harper@stocktongov.com)

Service Agreement No: S0411147

Agreement Date: 5/13/2022

Date Maintenance Begins: 7/1/2022

Date Maintenance Ends: 6/30/2023

**Payment Period:**

Monthly

Customer PO#:

Negotiated by: Debra Thompson

### Monthly Fees

[illegible]

**TOTAL: \$850.00**

When this agreement is accepted by Delta Wireless Inc., the equipment on the customer/agreement order referenced above will be serviced by Delta Wireless in accordance with the Terms and Conditions printed on the reverse side. This agreement does not include replacement of antennas or batteries or service of any transmission line, antenna, tower, or tower lighting unless such work is described below.

### Special Instructions

David Clark intercom system only, see Terms and Conditions of Contract.

\*Contract is cancelable with 30-day written notification by either party.

**Customer Name:**

**Delta Wireless, Inc.**

**Authorized Signature or PO#:**

Authorized Signature: \_\_\_\_\_



# City of Stockton

## Legislation Text

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**File #:** 22-0491, **Version:** 1

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### **AWARD A CONSTRUCTION CONTRACT TO SORACCO INC. FOR ON-CALL UTILITY REPAIR SERVICES FOR CITYWIDE WASTEWATER COLLECTION SYSTEMS**

#### RECOMMENDATION

It is recommended that the City Council adopt a resolution:

1. Awarding a three (3) year construction contract to Soracco, Inc. of Lodi, CA for On-Call Utility Repair Services, Project No. PUR 22-007, for citywide wastewater collection systems not to exceed \$6,300,000.
2. Authorizing the City Manager the option to execute two (2) additional one (1) year contract extensions with an annual amount not-to-exceed \$2,100,000.

It is further recommended that the City Manager be authorized to take all necessary and appropriate actions to carry out the purpose and intent of this resolution.

#### Summary

The Municipal Utilities Department (MUD) staff maintain, inspect, and repair citywide collection systems as part of the regular maintenance program required to safely transport wastewater for treatment at City-owned and operated facilities. To respond in a timely manner to larger scale repair projects, the MUD staff advertised a Request for Sealed Bids for On-Call Utility Repair Services, Project No. PUR 22-007.

If approved, this action will award a three-year construction contract to Soracco, Inc., of Lodi, CA, for On-Call Utility Repair Services (Exhibit 1 to the resolution) in an amount not-to-exceed \$6,300,000.

#### DISCUSSION

##### Background

The MUD operates and maintains the citywide storm and wastewater collection systems which convey wastewater and stormwater to City facilities for treatment in accordance with all State and Federal regulations.

The City's current contract for on-call utility repair services is set to expire on June 30, 2022. Continuity of these contracted services allows staff to respond to large scale collection systems repairs in a safe and timely manner.

### Present Situation

The City advertised a Request for Sealed Bids for On-Call Utility Repair Services, Project No. PUR 22-007, on March 17, 2022. Bids were solicited to establish rates for potential on-call services; estimated amounts of work were provided for bid evaluation purposes only. Services will be performed on an as-needed basis with no minimum amount of guaranteed work to the Contractor. The following two qualified responsive bids were submitted by G&N Construction of Stockton, CA, and Soracco, Inc, of Lodi, CA:

<b>Proponent</b>	<b>Bid for Estimated Work Annually</b>
Soracco, Inc., Lodi	\$2,266,920.00
G&N Construction, Stockton	\$2,528,750.00

This project is subject to the Local Employment Ordinance of the Stockton Municipal Code Section 3.68.095, Ordinance No. 011-09 adopted September 1, 2009, which requires contractors and subcontractors to make a good faith effort to employ at least 50 percent of the workforce on this project from residents, as measured by total labor work hours. The Contractor shall be required to comply with those requirements.

On July 26, 2016, Council adopted a Community Workforce and Training Agreement (CWTA). The CWTA became effective August 25, 2016, and applies to all Public Works projects over \$1 million that are bid after that date. The CWTA was applied to this project, as the estimated construction cost was more than \$1 million.

The bid submitted by Soracco, Inc., the lowest responsive bidder, is regular in all aspects. Staff recommends that the City Council award a three-year contract for On-Call Utility Repair Services to Soracco, Inc, in the amount not-to-exceed \$6,300,000.

### FINANCIAL SUMMARY

There are sufficient funds available in the Wastewater Collections account to award the contract with an annual amount of \$2,100,000 for a total not-to-exceed contract amount of \$6,300,000 for the initial three (3) year term.

Future funds for further repairs will be allocated and approved by Council through the annual budget approval process.

There is no impact to the City's General Fund or to any other unrestricted fund because of the recommended action.

Resolution No.

## STOCKTON CITY COUNCIL

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### **RESOLUTION AWARDING A THREE-YEAR CONTRACT TO SORACCO, INC. FOR ON-CALL UTILITY REPAIR SERVICES FOR CITYWIDE WASTEWATER COLLECTION SYSTEMS**

The Municipal Utilities Department (MUD) staff maintain, inspect, and repair citywide collection systems as part of the regular maintenance program required to safely convey wastewater for treatment at City-owned and operated facilities. To respond in a timely manner to larger scale repair projects, staff advertised a Request for Sealed Bids for On-Call Utility Repair Services, Project No. PUR 22-077 on March 17, 2022; and

On April 14, 2022, City Staff received two solicited bids for PUR 22-007 On-call Utility Repair Services for citywide collection systems Soracco, Inc, of Lodi, CA was determined to be the lowest responsive bidder; and

Staff recommends that City Council award a three-year contract for On-Call Utility Repair Services to Soracco, Inc, for a total contract amount not-to-exceed \$6,300,000 and to authorize the City Manager the option to execute two additional one-year extensions with an annual amount not-to-exceed \$2,100,000; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. Three-year contract for on-call utility repair services in the total not-to-exceed amount of \$6,300,000 between the City of Stockton and Soracco, Inc. is hereby awarded, and the City Manager is authorized and directed to execute same, a copy of which is attached as Exhibit 1 and incorporated by this reference.

2. The City Manager or designee is hereby authorized to take appropriate and necessary actions to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED June 21, 2022.

---

KEVIN J. LINCOLN, II  
Mayor of the City of Stockton

ATTEST:

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ELIZA R. GARZA, CMC  
City Clerk of the City of Stockton

## ON-CALL UTILITY REPAIR CONTRACT

This contract is made and entered into on \_\_\_\_\_, by and between **SORACCO INC**, a **STATE OF CALIFORNIA CORPORATION**, with a business address at **903 E. LODI AVE, LODI, CA 95240**, hereinafter called "CONTRACTOR," and **CITY OF STOCKTON**, a municipal corporation, hereinafter called "CITY."

### WITNESSETH:

WHEREAS, plans and specifications for **ON-CALL UTILITY REPAIR (PUR NO. 22-007)**, hereinafter called "PROJECT," were regularly adopted by **Council Resolution No. \_\_\_\_\_**, on \_\_\_\_\_; and

WHEREAS, the Contract for said work was regularly awarded to CONTRACTOR, by **Council Resolution No. \_\_\_\_\_**, on \_\_\_\_\_.

WHEREAS, this Contract shall have an initial three (3) year term with the two (2) additional one (1) year options to renew only by written Amendment signed by both parties.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein contained, the parties hereto expressly agree as follows:  
CONTRACTOR agrees:

**1. SCOPE OF SERVICES.** To do the work and furnish all the labor, materials, tools, equipment, and insurance required for the construction of PROJECT in accordance with the plans and specifications adopted on \_\_\_\_\_, by **Council Resolution No. \_\_\_\_\_**. The "contract documents," which include the bid documents, project plans, specifications, all letters of clarification, and the City of Stockton Standard Specifications and Plans, are incorporated into and made a part of this contract by this reference to the same extent as if fully set forth.

**2. COMPENSATION.** To do and perform the work contemplated hereby in a good and workmanlike manner and to furnish all labor, materials, tools, and equipment necessary therefore at the prices specified in Exhibit A, attached hereto and by reference made a part hereof, under the direction of and to the complete satisfaction of the CITY. Total compensation for services and reimbursement for costs shall not exceed **\$6,300,000** or as otherwise mutually agreed to in a written Amendment.

**3. INSURANCE.** CONTRACTOR shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this contract, the policies of insurance specified in Exhibit B, which is attached to this contract and incorporated by this reference, and as provided in the "contract documents" including Section 7-1.06 of the City of Stockton Standard Specifications and Plans as adopted on September 27, 2016, by Council Resolution No. 2016-09-27, effective September 27, 2016.

It shall be a requirement under this Contract that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured.

Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Contract; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.

The Additional Insured coverage under the CONTRACTOR's policy shall be "primary and non-contributory" and will not seek contribution from the City of Stockton's insurance or self-insurance and shall be at least as broad as ISO CG 20 01 04 13.

The limits of insurance required in this Contract may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Stockton (if agreed to in a written contract or agreement) before the City of Stockton's own insurance or self-insurance shall be called upon to protect it as a named insured.

All self-insured retentions (SIR) must be disclosed to the CITY's Risk Management for approval and shall not reduce the limits of liability. Payment Bond in the amount of the self-insured retention (SIR) may be required.

Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the CITY.

The CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements.

Failure to exercise this right shall not constitute a waiver of right to exercise later.

CONTRACTOR shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this Contract, the City at its sole discretion may purchase the coverage required and the cost will be paid by contractor.

CONTRACTOR agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Contract including the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by CONTRACTOR agree to be bound to CONTRACTOR and the CITY in the same manner and to the same extent as CONTRACTOR is bound to the CITY under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the CITY Contract Document Indemnity

and Insurance provisions will be furnished to the Subcontractor upon request. The General CONTRACTOR shall require all sub-contractors to provide a valid certificate of insurance and the required endorsements included in the Contract prior to commencement of any work and contractor will provide proof of compliance to the City.

**4. INDEMNITY AND HOLD HARMLESS.** With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor shall indemnify, protect, defend with counsel approved by City and at Contractor's sole cost and expense, and hold harmless City, its Mayor, Council, officials, representatives, agents, employees, and volunteers from and against any and all claims, causes of action, liabilities, judgments, awards, losses, liens, claims, stop notices, damages, expenses, and costs (including without limitation attorneys' fees, expert and consultant fees, and other expenses of litigation) of every nature, including, but not limited to, death or injury to persons, or damage to property, which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Contract, or from any violation of any federal, State, or municipal law or ordinance, or City Policy, by Contractor or Contractor's officers, agents, employees, volunteers or subcontractors. Contractor shall not be obligated to indemnify or defend City for claims finally determined by a court of law or arbitrator to arise from the active negligence or willful misconduct of the City. It is the intent of the Parties that this indemnity obligation is at least as broad as is permitted under California law. To the extent California Civil Code sections 2782, et seq., limit the defense or indemnity obligations of Contractor to City, the intent hereunder is to provide the maximum defense and indemnity obligations allowed by Contractor under the law. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Contract.

With exception that this section shall in no event be construed to require indemnification, including the duty to defend, by Contractor to a greater extent than permitted under the public policy of the State of California, the parties agree that Contractor's duty to defend City is immediate and arises upon the filing of any claim against the City for damages which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Contract by Contractor or Contractor's officers, agents, employees, volunteers or subcontractors. Contractor's duties and obligations to defend the City shall apply regardless of whether or not the issue of the City's liability, breach of this Contract, or other obligation or fault has been determined. Contractor shall be immediately obligated to pay for City's defense costs of the claim, including, but not limited to, court costs, attorney's fees and costs, expert consultant and witness fees and costs, other witness fees, document reproduction costs, arbitration fees, and, if after final judgment an appeal is pursued, all of such costs for the appeal. At the conclusion of the claim, if there is any determination or finding of sole active negligence or willful misconduct on the part of the City, City will then reimburse Contractor for amounts paid in excess of Contractor's proportionate share of responsibility for the damages within 30 days after Contractor provides City with copies of all bills and expenses incurred in the defense of the claim(s). It is agreed between the



parties that this reimbursement provision assures Contractor is not obligated to defend or indemnify City in an amount greater than provided for under California law, including, without limitation, California Civil Code sections 2782, 2782.6, and 2782.8.

With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, and in addition to the other indemnity obligations in this Contract, Contractor shall indemnify, defend, and hold harmless City, its Mayor, Council, officials, representatives, agents, employees, and volunteers from and against all claims, losses, expenses, and costs including, but not limited to, attorneys' fees, arising out of any claim brought against the City by an employee, office, agent, or volunteer of Contractor, regardless of whether such claim may be covered by any applicable workers compensation insurance. Contractor's indemnification obligation is not limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability acts, or other employee benefit acts.

The City's acceptance of the insurance certificates required under this Contract does not relieve the CONTRACTOR from its obligation under this paragraph. The indemnification obligations of this section shall survive the termination of this Contract. Any exceptions to this language may result in a proposal being deemed non-responsive. CONTRACTOR/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Contract for the full period of time allowed by law.

The defense and indemnification obligations of this Contract are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Contract. If any section, subsection, sentence, clause or phrase of this indemnification is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this indemnification.

**5. STANDARD PLANS AND SPECIFICATIONS.** The performance of said work and the furnishing of said materials shall be executed in accordance with Section 8-1.04B of the City of Stockton Standard Specifications and Plans as adopted on September 27, 2016, by Council Resolution No. 2016-09-27-1213, effective September 27, 2016, and the provisions of the issued project specifications.

**6. WORKING DAYS.** It is agreed by the parties to the Contract that in case all the work called for under the contract in all parts and requirements, is not finished or completed within the number of days as set forth, damage will be sustained by the CITY, and that it is and will be impracticable and extremely difficult to ascertain the actual damage which CITY will sustain in the event of and by reason of such delay; and it is therefore agreed that CONTRACTOR will pay to CITY the sum of FIVE HUNDRED AND NO/100 DOLLARS (\$500) per day for each and every calendar day's delay in finishing the work in excess of the number of days prescribed; and CONTRACTOR agrees to pay said liquidated damages as herein provided, and in case the same are not paid, agrees that CITY, may deduct the amount thereof from any monies due or that may become due CONTRACTOR under the Contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the number of days as specified, the CITY shall have the right to increase the number of days or not, as may seem best to serve the interest of CITY, and if the CITY decides to increase the said number of days, the CITY shall further have the right to charge to CONTRACTOR, CONTRACTOR's heirs, assigns or sureties, and to deduct from the final payment for the work, all or any part, as may be deemed proper, the liquidated damages as specified or the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extension, whichever is greater, except the cost of final surveys and preparation of final estimate shall not be included in such charges.

A working day shall not include, nor shall CONTRACTOR be assessed with liquidated damages nor the additional cost of engineering and inspection during any delay beyond the time named for the completion of the work caused by acts of God or of the public enemy, acts of CITY, fire, floods, epidemics, quarantine restrictions, strikes, and freight embargoes and subject to approval by the CITY, inability to get materials ordered by CONTRACTOR or subcontractor due to such causes provided that CONTRACTOR shall notify the CITY in writing of the causes of delay within five (5) working days from the beginning of any such delay, and the CITY shall ascertain the facts and the extent of the delay, and CITY'S findings of the facts thereon shall be final and conclusive.

If CONTRACTOR is delayed by reason of alterations made in these specifications, or by any act of the CITY, not contemplated by the contract, the time of completion shall be extended proportionately and CONTRACTOR shall be relieved during the period of such extension of any claim for liquidated damages, engineering or inspection charges or other penalties. CONTRACTOR shall have no claim for any other compensation for any such delay.

**7. CONFORMANCE TO APPLICABLE LAWS.** Contractor shall comply with all applicable Federal, State, and Municipal laws, rules and ordinances. Contractor shall not discriminate in the employment of persons or in the provision of services under this

Contract on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

a. TITLE VI

Title VI of the Civil Rights Act of 1964 requires that “no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” (42 USC Section 2000d)  
<http://www.dol.gov/oasam/regs/statutes/titlevi.htm>.

The City of Stockton requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

b. DISCRIMINATION AND HARASSMENT POLICY

The City of Stockton has a Discrimination and Harassment Policy (Exhibit C). The purpose of this policy is to reaffirm the CITY’s commitment to demonstrating respect for all individuals by strictly prohibiting discrimination and harassment, including sexual harassment in the workplace, to define the types of behavior and conduct prohibited by this policy, and to set forth a procedure for reporting, investigating, and resolving complaints of discrimination and harassment in the workplace.

c. LABOR STANDARDS PROVISIONS/CALIFORNIA LABOR CODE

The bidder shall understand that conditions set forth in Chapter 1, Part 7, Division 2 of the California Labor Code shall be considered part of the contract agreement.

[https://leginfo.legislature.ca.gov/faces/codes\\_displayText.xhtml?lawCode=LAB&division=2.&title=&part=7.&chapter=1.&article=2](https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=LAB&division=2.&title=&part=7.&chapter=1.&article=2).

d. PREVAILING WAGE

CONTRACTOR and any subcontractor shall pay each employee engaged in the trade or occupation not less than the prevailing hourly wage rate. In accordance with the provisions of Section 1770 of the Labor Code, the Director of Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093 and similar purposes applicable to the work to be done. CONTRACTOR performing the work under this contract shall obtain a copy of the wage rate determination and shall

distribute copies to each subcontractor. As the wage determination for each craft reflects an expiration date, it shall be the prime CONTRACTOR and each subcontractor's responsibility to insure that the prevailing wage rates of concern is current and paid to the employee.

- i. The CONTRACTOR performing the work shall be responsible for obtaining a copy of the State wage rate determination. State wage rates may be obtained at <http://www.dir.ca.gov/OPRL/pwd/Determinations/Northern/Northern.pdf>. The CONTRACTOR shall be responsible for posting said wage rates at a prominent location at the work site and shall maintain same in a good readable condition for the duration of the work.
- ii. Should the CONTRACTOR choose to work on a Saturday, Sunday or on a holiday recognized by the Labor Unions, the CONTRACTOR shall reimburse the CITY the actual cost of engineering, inspection, superintendence, and or other overhead expenses which are directly chargeable to the contract. Should such work be undertaken at the request of the CITY, reimbursement will not be required. To conform strictly with the provisions of Division 2, Part 7, Chapter 1, Article 2, of the Labor Code of the State of California. To forfeit as a penalty to CITY the sum of TWENTY-FIVE AND NO/100 DOLLARS (\$25.00) for each laborer, worker, or mechanic employed by CONTRACTOR, or by any subcontractor under CONTRACTOR, in the execution of this contract, for each calendar day during which any laborer, worker, or mechanic is required or permitted to work more than eight (8) hours and who is not paid the general prevailing rate of per diem wages for holiday and overtime work in violation of the provisions of Sections 1770 to 1781 of the Labor Code of the State of California. That all sums forfeited under the provisions of the foregoing sections shall be deducted from the payments to be made under the terms of this contract.
- iii. The CONTRACTOR to whom the contract is awarded shall insure that the prime and each subcontractor will in accordance with Section 1776 of the Labor Code, maintain certified payroll records. A copy of said records shall be provided with each invoice to the CITY, Attention Contract Compliance Officer. It shall be the CONTRACTOR'S responsibility to obtain copies of the current prevailing wage rate determination for all subcontractors. Additionally, certified payroll records must be uploaded to the DIR website as required by labor code.
- iv. The CONTRACTOR shall comply with the provisions established in Section 1777.5 of the Labor Code concerning the 1) certified approval

by local joint apprenticeship committees for the employment and training of apprentices, and 2) contribution of funds to administer and conduct apprenticeship programs, if applicable to the job.

e. LOCAL EMPLOYMENT ORDINANCE

Pursuant to Stockton Municipal Code Section 3.68.095 the CONTRACTOR and all subcontractors shall make a good faith effort to employ at least 50 percent of the workforce on this project from local residents, as measured by total labor work hours. Failure of any CONTRACTOR or subcontractor to comply with these requirements shall be deemed a material breach of the contract or subcontract. CONTRACTORS and subcontractors shall maintain records necessary for monitoring their compliance with section 3.68.095.

f. COMMUNITY WORKFORCE TRAINING AGREEMENT

Pursuant to the implementation of the Community Workforce Training Agreement (CWTA) adopted by the City Council on July 26, 2016, the successful bidder shall be required to comply with the provisions of CWTA. For any project subject to this Agreement, the Local Hire, Priority Apprentice and Workforce Development Program requirements shall apply in lieu of the requirements of Stockton Municipal Code Section 3.68.095 and no separate compliance with Section 3.68.095 will be required of the Contractors/Employers working on the project (EXHIBIT D).

CITY agrees:

**8. COMPENSATION.** City shall pay Contractor for services rendered pursuant to this Contract as described more particularly in exhibit A to the Contract.

- a. Invoices submitted by the Contractor to the City must contain a brief description of work performed, time spent and City reference number. Within thirty (30) days of receipt of Contractor's invoice, City will review invoice, and if acceptable make payment on approved invoice.
- b. Upon completion of work and acceptance by City, Contractor shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Contractor fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.
- c. If work is completed before the "not to exceed" amount is reached, the Contractor's compensation will be based on the Contractor's invoices previously submitted for acceptable work performed and approved.

**9. SECURITIES.** Pursuant to Section 22300 of the Public Contract Code, CONTRACTOR will be permitted, at its request and sole expense, to substitute securities for any monies withheld by the CITY to ensure performance under the contract. Said securities will be deposited either with the CITY or with a State or federally chartered bank as escrow agent. Securities eligible for this substitution are those listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit. CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

**10. CHANGES.** Both Parties to this Contract understand that it may become desirable or necessary during the term of this Contract for CITY to modify the scope of services provided for under this Contract. Any material extension or change in the scope for work shall be discussed with CITY and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work. Until the amendment is so executed, CITY will not be responsible to pay any changes Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.

**11. AUDITS.** CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under the contract. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of the contract. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under the contract.

**12. WAIVER.** It is expressly understood and agreed by and between the Parties hereto that a waiver of any of the conditions of this contract shall not be considered a waiver of any of the other conditions thereof.

It is further understood and agreed by and between the parties hereto that time is of the essence of this contract in all respects.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals the day and year first above written.

ATTEST:  
ELIZA R GARZA  
CITY CLERK

CITY:

By: \_\_\_\_\_

By: \_\_\_\_\_  
HARRY BLACK  
CITY MANAGER

APPROVED AS TO FORM & CONTENT:  
LORI M. ASUNCION, ACTING CITY  
ATTORNEY  
OFFICE OF THE CITY ATTORNEY

By: \_\_\_\_\_  
SORACCO INC.

By: \_\_\_\_\_  
DEPUTY CITY ATTORNEY

\_\_\_\_\_  
Tax Identification No.

**EXHIBIT A****BID TO BE SUBMITTED**

Each bidder shall bid each item. Failure to bid an item shall cause the bid to be considered non-responsive, and it will be rejected. All applicable sales taxes, states and/or federal taxes, and any other special taxes, patent rights, or royalties are included in the prices quoted in this proposal. The Bid Schedule is an estimate annual amount of work for bid evaluation purposes only.

All Est. Quantity are bid items for bidding purposes only.

<b>Item #</b>	<b>Description</b>	<b>Est. Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
1	Repair within Property Easement	120	EA	800	96,000
2	Remove and Replace Asphalt up to 8" Deep	8,000	SF	20.00	160,000
3	Remove and Replace Asphalt between 8.1" and 13" Deep	2,000	SF	25.00	50,000
4	Remove and Replace Concrete Curb and Gutter	500	LF	29.50	14,750
5	Remove and Replace Concrete Sidewalk and/or Driveway	4,000	LF	17.00	68,000
6	Various Unidentified Work	1	LS	300,000	300,000
7	Open Cut Existing 6" Gravity Sewer Line (0'-6' deep)	100	LF	95.70	9,570
8	Open Cut Existing 6" Gravity Sewer Line (6.1' or deeper)	200	LF	169.25	33,850
9	Open Cut Existing 8" Gravity Sewer Line (0'-6' deep)	75	LF	100	7,500
10	Open Cut Existing 8" Gravity Sewer Line (6.1' or deeper)	100	LF	175	17,500
11	Open Cut Existing 10" Gravity Sewer Line (6' or deeper)	100	LF	206	20,600
12	Open Cut Existing 12" Gravity Sewer Line (6' or deeper)	100	LF	280	28,000
13	Open Cut Existing 15" to 24" Gravity Sewer Line (all depths)	75	LF	602	45,150
14	6" Sewer Point Repair (0'-6' deep, reaches of 0' - 10')	100	LF	200	20,000
15	6" Sewer Point Repair (0'-6' deep, reaches of 10.1'-19.9')	200	LF	200	40,000
16	6" Sewer Point Repair (6.1' or deeper, reaches of 0'-10')	100	LF	330	33,000
17	6" Sewer Point Repair (6.1' or deeper, reaches of 10.1'- 19.9')	100	LF	375	37,500
18	8" Sewer Point Repair (0'-6' deep, reaches of 0'-10')	100	LF	220	22,000
19	8" Sewer Point Repair (0'-6' deep, reaches of 10.1'-19.9')	100	LF	220	22,000
20	8" Sewer Point Repair (6.1' or deeper, reaches of 0'-10')	150	LF	350	52,500



**NOTE:** The City of Stockton is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s). Please see attached flyer regarding PINS Advantage.

**Exhibit 1:**  
**Insurance Requirements for Construction Contracts**

Contractor shall procure and maintain for the duration of the contract, *and for five (5) years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees, or subcontractors. In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, the City, at its sole discretion, may purchase the coverage required and the cost will be paid by the contractor.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **\$5,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Surety Bonds** as described below.
5. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements

for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

### **Limits of Insurance**

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

### ***Other Insurance Provisions***

The insurance policies are to contain, or be endorsed to contain, the following provisions:

### ***Additional Insured Status***

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

### ***Primary Coverage***

The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

### ***Claims Made Policies – (Note – applicable only to professional and/or pollution liability)***

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City of Stockton for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

### *Notice of Cancellation*

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

### *Waiver of Subrogation*

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Stockton for all work performed by the Contractor, its employees, agents and subcontractors.

### *Self-Insured Retentions*

All Self-insured retentions must be disclosed to Risk Management for approval and shall not reduce the limits of liability. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and

related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

### ***Verification of Coverage***

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Contractor shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its declarations page(s) and endorsement page(s) for each of the required policies.

### ***Subcontractors***

Contractors shall require and verify that all subcontractors, or other parties hired for this work, purchase and maintain coverage for indemnity and insurance requirements as least as broad as specified in this agreement to the extent they apply to the scope of the subcontractor's work with the same certificate of insurance requirements and naming as additional insureds all parties to this contract. Contractor shall include the following language in their agreement with Subcontractors: Subcontractors hired by Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under the contract documents and provide a valid certificate of insurance and the required endorsements included in the agreement as proof of compliance prior to commencement of any work and to include this same requirement for any subcontractors they hire for this work. A copy of the owner contract document indemnity and insurance provisions will be furnished to the subcontractor upon request. Contractor shall provide proof of such compliance and verification to the City upon request.

### ***Surety Bonds***

Contractor shall provide the following Surety Bonds:

1. Bid bond
2. Performance bond
3. Payment bond (or Labor and Material bond)
4. Maintenance bond

The Payment Bond and the Performance Bond shall be in a sum equal to one hundred percent (100%) of the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

### ***Special Risks or Circumstances***

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

### ***Certificate Holder Address***

Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton  
Attn: City Risk Services  
400 E Main Street, 3rd Floor – HR  
Stockton, CA 95202

**CITY OF STOCKTON, CALIFORNIA  
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

<b>Subject:</b>  <b>DISCRIMINATION AND HARASSMENT POLICY</b>	<b>Directive No. HR-15</b>	<b>Page No. 1 of 14</b>
	<b>Effective Date:</b>  <b>5/1/2015</b>	<b>Revised From:</b> <b>7/27/09</b> <b>4/6/09</b> <b>3/1/2010</b> <b>(see below)</b>

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98  
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

**I. PURPOSE**

The purpose of this policy is to reaffirm the City's commitment to demonstrating respect for all individuals by strictly prohibiting discrimination and harassment, including sexual harassment in the workplace. This policy defines prohibited behavior and conduct, and sets forth a procedure for reporting, investigating and resolving complaints of discrimination, harassment, in the workplace, including retaliation and hostile work environment.

**II. POLICY**

- A. The City of Stockton prohibits any form of discrimination and/or harassment of any person based on race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute consistent with state or federal law. All such discrimination and harassment is unlawful and shall not be tolerated. In addition, under the federal Affordable Care Act (ACA), the City of Stockton prohibits discrimination and/or harassment, or retaliation against an employee who obtains coverage, receives a tax credit or subsidy through the Health Care "Market Place" or "Exchange."
- B. It is an unlawful employment practice to discriminate against or to harass an unpaid intern or volunteer on the basis of any legally protected classification unless an exception applies, such as a bona fide occupational qualification.
- C. The City will neither tolerate nor condone discrimination and/or harassment of employees by managers, supervisors, co-workers, or non-employees with whom City employees have a business service, or professional relationship.
- D. All City employees and non-employees share a responsibility to assist in

**CITY OF STOCKTON, CALIFORNIA  
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

<b>Subject:</b>  <b>DISCRIMINATION AND HARASSMENT POLICY</b>	<b>Directive No. HR-15</b>	<b>Page No. 2 of 14</b>
	<b>Effective Date:</b>  <b>5/1/2015</b>	<b>Revised From:</b> <b>7/27/09</b> <b>4/6/09</b> <b>3/1/2010</b> <b>(see below)</b>

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98  
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

maintaining an employment environment free of discrimination and harassment. This policy applies to all aspects of City employment, including, but not limited to, hiring, reassignment, placement, promotion, employment action, disciplinary action, layoff, reemployment, transfer, leave of absence, compensation and benefits, training; or other terms of treatment of that person in an unpaid internship, or another limited duration program to provide unpaid work experience for that person, or the harassment of an unpaid intern or volunteer.

- E. All allegations of discrimination and/or harassment shall be investigated immediately by the City, in accordance with this policy. If it is determined that any prohibited activity has occurred, remedial action shall be taken. Such action may include discipline up to and including discharge. In addition, under applicable law, individual supervisors and employees may be subject to personal liability and/or punitive damages in any litigation arising as a result of such conduct.
- F. All new hires shall attend harassment awareness training, and supervisors and managers shall attend harassment awareness and prevention training for supervisors every two years.
- G. The City of Stockton prohibits retaliation against any employee or non-employee by another employee, non-employee, supervisor, or manager for reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding, or hearing conducted by the employer or a federal or state enforcement agency.
- H. This policy applies to all officials, employees, volunteers, unpaid interns, agents, or contractors of the City.
- I. This policy shall be administered by the Director of Human Resources.

**CITY OF STOCKTON, CALIFORNIA  
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

<b>Subject:</b>  <b>DISCRIMINATION AND HARASSMENT POLICY</b>	<b>Directive No. HR-15</b>	<b>Page No. 3 of 14</b>
	<b>Effective Date:</b>  <b>5/1/2015</b>	<b>Revised From:</b> <b>7/27/09</b> <b>4/6/09</b> <b>3/1/2010</b> <b>(see below)</b>

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98  
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

**III. DEFINITION AND EXAMPLES OF DISCRIMINATION AND HARASSMENT**

- A. "Discrimination," as used in this policy, is any action, behavior, practice, or process that is intended to deny, or results in the denial of, employment rights, privileges, or benefits because of a person's race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other prohibition identified under state and federal law. The following are examples of conduct that may constitute discrimination:
1. Soliciting applications from a source where all or most of potential workers are of the same race or color.
  2. Considering a person's gender as the basis for differences in pay, work assignments, performance evaluations, training, discipline, or any other area of employment; and
  3. Questioning a job applicant about the existence, nature and severity of a disability.
- B. "Harassment," as used in this policy, consists of any conduct affecting another person because of his or her race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute identified under state and federal law when such conduct has the purpose or the effect of: (1) creating an intimidating, hostile or offensive work environment; (2) unreasonably interfering with the employee's or non-employee's work performance; or (3)



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otherwise adversely affecting an employee's or non-employee's employment opportunities.

Harassment may take many forms, including, but not limited to, the following examples:

1. Verbal Harassment: Epithets, derogatory and offensive comments or slurs based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
  2. Physical Harassment: Assault, impeding or blocking movement that results in the physical interference with normal work or movement on the basis of race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
  3. Visual Harassment: The displaying of posters, photography, notices, bulletins, e-mails, cartoons or drawings with derogatory and offensive content based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
- C. "Sexual harassment," as used in this policy, is a subcategory of harassment, and is specifically defined by law as unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:
1. Submission to such conduct is made a term or condition of employment; or
  2. Submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or

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3. Such conduct has the purpose or effect of unreasonably interfering with an employee's or non-employee's work performance or creating an intimidating, hostile or offensive working environment because of the persistent, severe or pervasive nature of the conduct.

Examples of Sexual Harassment include, but are not limited to the following:

- a. Unwelcome sexual overtures or propositions.
- b. Offering employment benefits or status in exchange for sexual favors.
- c. Making or threatening retaliation after a negative response to sexual advances.
- d. Visual conduct such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons, calendars or posters.
- e. Verbal conduct such as using epithets or slurs, telling sexually explicit jokes, or making derogatory or suggestive comments about a person's body or dress.
- f. Written communications of a sexual nature distributed in hard copy, soft copy or via a computer network.
- g. Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations.
- h. Physical conduct such as touching, assaulting, impeding or blocking movements.

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- i. Retaliation for making harassment reports or threatening to report harassment.

**D. Affordable Care Act (ACA) Anti-Retaliation**

Pursuant to section §1558 of the Affordable Care Act, the City prohibits discrimination or retaliation towards any employee who:

1. Receives a health insurance tax credit or subsidy through the Health Care "Marketplace" or "Exchange", by which can trigger a penalty payable by the employer;
2. Reports potential violations of protections afforded under Title I of the Act, which provides guaranteed availability protections among other things;
3. Testifies in a proceeding concerning such violation;
4. Assists or participates in a proceeding concerning a violation; or
5. Objects to, or refuses to participate in, any activity, policy, practice, or assigned task that the employee reasonably believes to be in violation of any provision of the Title I of the Act.

An employee who believes that he or she has been discharged or otherwise discriminated against in violation of section §1558 of the Affordable Care Act may seek relief in accordance with the procedures, notifications, burdens of proof, remedies, and statutes of limitation set forth in section 2087(b) of title 15, United States Code.

**IV. REPORTING AND COMPLAINT PROCEDURES**

**A. Immediate Action Required**

The City's reporting and complaint procedures provide for an immediate, thorough and objective investigation of discrimination or harassment claims, appropriate disciplinary action taken against any person found to have engaged in prohibited behavior, and appropriate alternative remedies to any

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employee or non-employee subject to discrimination or harassment. To accomplish this, such incidents must be reported immediately to a supervisor or manager.

1. Employee's and Non-Employee's Responsibilities when Subjected to Discrimination and/or Harassment

- a. Employees or non-employees who believe they have been subjected to discrimination or harassment, or are aware of discrimination or harassment against others, shall report the situation immediately to his/her supervisor or manager, except as specified in subsection (b), below. Employees and non-employees shall report any such incidents occurring in the workplace, whether committed by coworkers, supervisors or managers, or third persons doing business with the City, such as customers or vendors, or other non-employees. If comfortable doing so, an employee or non-employee who has a complaint of discrimination or harassment is encouraged to directly inform the person(s) engaging in the behavior that such conduct is offensive and insist the behavior to stop.
- b. Employees and non-employees must immediately contact a supervisor or manager to register a complaint of discrimination or harassment, unless that supervisor or manager is the individual engaging in the unwanted behavior. In that case, the employee or non-employee may contact someone at the next supervisory level. If the employee or non-employee feels uncomfortable dealing directly with his or her immediate supervisor or manager, he or she may contact the department head, or the Director of Human Resources (or either of their designees) to register a complaint of discrimination or harassment.
- c. Employees and non-employees may file a formal complaint of harassment or discrimination with their department head or

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with Human Resources. To assist the City in conducting a thorough investigation, complaints shall be submitted in writing and shall include specific details of the incident(s), the names of the individuals involved, the names of any witnesses, and any documentary evidence (notes, pictures, cartoons, etc.) that will corroborate the allegations.

- d. Employees and non-employees shall immediately report any retaliation to a supervisor, manager, department head or Director of Human Resources (or designee). All retaliation complaints shall be immediately, objectively and thoroughly investigated in accordance with the investigation procedures. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including discharge shall be taken.

2. Supervisor's or Manager's Responsibilities to Eliminate Discrimination and/or Harassment

- a. A supervisor or manager is responsible for enforcing the City's discrimination and harassment policy. Supervisors or managers must ensure that all employees and non-employees are aware of the City's policy through open discussion of the policy at staff meetings and by posting the policy in a conspicuous location accessible to all staff members.
- b. A supervisor or manager shall be cognizant of employees' and non-employees' behavior and shall not permit any employee or non-employee under their supervision to be subjected to or engage in any conduct prohibited by this policy.
- c. A supervisor or manager who observes conduct prohibited by this policy shall immediately direct the employee or non-employee to cease the conduct.

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- d. A supervisor or manager who receives a complaint of prohibited conduct is required to take the complaint seriously, and report the matter immediately to the department head; be supportive of the complainant; ensure there is no retaliation against the complainant; conduct an internal fact-finding review into the allegations; obtain as much detailed information as possible; thoroughly document the findings; communicate in written form to the parties the resolution of the complaint; and report to and consult with the Human Resources Department promptly, without delay.
- B. Confidentiality. The City will make every effort to protect the privacy and confidentiality of all parties involved, as well as any information and/or documentation obtained, to the extent possible consistent with a thorough investigation.
- C. Penalty for Non-Compliance. The City shall take disciplinary action, up to and including discharge, against any supervisor or manager who fails in his/her responsibility to take immediate action in response to an employee's or non-employee's complaint of discrimination or harassment. Further, such disciplinary action shall be taken against a supervisor or manager who fails to stop discriminatory or harassing conduct committed in his/her presence or to stop such conduct about which the supervisor or manager has knowledge.

**V. INVESTIGATION PROCEDURES**

**A. Determination of Responsibility for Investigation**

If a formal complaint is filed with the department head or the Director of Human Resources (or either of their designees), the department head and the Director of Human Resources shall consult with one another to determine whether the department or Human Resources shall conduct the fact-finding investigation into the allegations. Either the department head or the Director of Human Resources (or either of their designees), depending on who is

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responsible for the investigation, shall issue written notification to the complainant and alleged harasser(s). The notification shall specify the nature of the complaint, and inform the parties that an investigation into the allegations of discrimination and/or harassment shall be conducted.

**B. Investigative Guidelines**

The investigation shall include the following steps taken in the order best suited to the circumstances:

1. Identify and preserve the evidence.
2. Confirm the name and position of the complainant. Interview the complainant.
3. Allow the complainant the opportunity to place the complaint in writing.
4. Obtain the identity of the alleged harasser(s).
5. Obtain as many details as possible regarding the incident(s) that prompted the complaint, including the number of occurrences, dates, times, locations, and witnesses (if applicable).
6. Ascertain how the complainant felt about the alleged incident when it occurred; complainant's response(s) to the alleged behavior; and witness statements (if applicable).
7. Ascertain if any threats or promises were made in connection with the alleged harassment.
8. Ascertain if the complainant knows of or suspects that there are other victims of harassment by the same person(s).
9. Ascertain whether the complainant has spoken to anyone, especially

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supervisors, about the harassment.

10. Ascertain what resolution would be acceptable to the complainant.
11. Interview the alleged harasser to get his or her side of the story, including any possible motivation for a false allegation.
12. Interview witnesses who were identified by the complainant regarding the alleged harasser or other persons identified during the investigation.
13. Interview witnesses who were identified by the alleged harasser or other persons identified during the investigation.
14. Advise all participants that the investigation is "confidential" and not to engage in any retaliatory conduct, as such conduct is subject to disciplinary action up to and including discharge. Confidentiality will be maintained to the extent possible. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a supervisor or the Director of Human Resources. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction.
15. Conduct follow-up interviews, if warranted.
16. Prepare report of findings and discuss with management and designated legal staff.

**VI. RESPONDING TO THE COMPLAINT**

- A. Following the completion of the fact-finding investigation, either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation, shall



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make a report of findings, along with a recommendation regarding the appropriate remedial action to be taken, if warranted. The recommendation shall be made after reviewing the findings of the investigation, giving consideration to all factual information, the nature of the alleged conduct, and the totality of the circumstances. If the investigation was conducted by the Director of Human Resources, or designee, the Director, or designee, shall confer with the affected department head and both shall concur on the remedial action to be taken, if any. If the investigation was conducted by the department head, the department head shall confer with the Director of Human Resources prior to making the report of findings and both shall concur on the remedial action to be taken, if any.

- B. If either the department head or the Director of Human Resources does not concur with the findings and recommendation of the other, the City Attorney (or designee) shall review and resolve the matter in dispute.
- C. Report of findings and recommendation shall be treated as a confidential document and no other distribution shall be made without first consulting with the City Attorney's Office. A completed investigation report will not be disclosed, except as it is deemed necessary to support a disciplinary action, to take remedial action, to defend the City in adversarial proceedings, or to comply with the law or court order.
- D. Either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation shall provide a written response to the complainant and the person alleged to have committed the misconduct, discrimination and/or harassment. The response shall include a copy of the City's discrimination and harassment policy and a memorandum indicating the City's determination as to whether the complaint is:
  - 1. Unsustained: The investigation failed to disclose sufficient evidence to substantiate the allegation(s).
  - 2. Unfounded: The investigation proved that the act(s) or omission(s)

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complained of did not occur. The finding also applies when the individual employee(s) named in the complaint were not involved in the act(s) or omission(s) alleged.

3. Sustained: The investigation disclosed sufficient evidence to substantiate the allegation(s) made in the complaint; appropriate action will be taken.

- E. Details regarding any specific fact-findings or disciplinary action to be taken will not be communicated to the complainant. The City Attorney shall review the response for legal sufficiency before dissemination.
- F. The City shall close and retain the investigation file, in accordance with applicable laws, regulations, and City policy regarding retention of City records.

## **VII. DISCIPLINE**

Disciplinary action imposed as a result of any investigation conducted pursuant to this policy shall be commensurate with the severity of the offense, up to and including discharge, even for a first offense.

## **VIII. ALTERNATIVE REMEDIES**

If upon exhausting all internal remedies to file, investigate, and respond to a charges of discrimination/harassment, pursuant to title VII of the Federal Civil Rights Act of 1964 (42 U.S.C §§ 2000e *et seq.*), any person has a right to file a charge of discrimination/harassment with the Equal Employment Opportunity Commission ("EEOC"). In addition, pursuant to the California Fair Employment and Housing Act (Gov. Code §§ 12900 – 12996.) a person may also file a complaint of discrimination/harassment with the California Department of Fair Employment and Housing ("DFEH"). Employees or non-employees who believe that they have been subjected to discrimination/harassment may file a complaint with either of these

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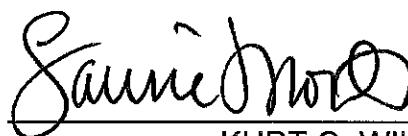
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agencies. Both the EEOC and DFEH serve as neutral fact-finders and attempt to assist parties in resolving disputes voluntarily.

**IX. COMMUNICATION OF POLICY**

This policy shall be provided to all managers, supervisors, employees, volunteers, unpaid interns, agents or contractors of the City and shall be posted in the appropriate places. All employees shall participate in City approved harassment awareness training as directed by management or Human Resources; and all supervisors, as required by law, shall participate in City approved interactive harassment awareness training and education sessions at least once every two years, or as otherwise specified by law.

APPROVED:



KURT O. WILSON  
CITY MANAGER

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## EXHIBIT D

Attachment A

# COMMUNITY WORKFORCE AND TRAINING AGREEMENT FOR THE CITY OF STOCKTON

## INTRODUCTION/FINDINGS

The purpose of this Agreement is to promote efficiency of construction operations performed for and within the City of Stockton and to provide for peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the projects subject to this Agreement, and to support the efforts of the City to increase employment opportunities for workers who reside in Stockton, to help increase training and employment opportunities for the City's students in the construction trades through apprenticeship and pre-apprentice programs as the students graduate from the City's schools.

**WHEREAS**, the City adopts a five-year Capital Improvement Plan that identifies the public projects necessary to maintain and improve the physical properties of the City, including buildings, parks, entertainment venues, golf courses, utility systems, the transportation system and other facilities; and

**WHEREAS**, the City undertakes and anticipates undertaking many of the projects identified in the current and proposed Capital Improvement Plan and other City public works projects that involve significant construction costs in excess of threshold set forth in this Agreement; and

**WHEREAS**, the City Council has determined that the successful and cost-effective completion of these Capital Improvement Plan projects and other major City public works projects is of the utmost importance to the City and its taxpayers and the residents it serves; and

**WHEREAS**, the City has determined that applying the same Agreement to the Capital Improvement Plan and other public works construction projects that exceed the threshold set forth in this Agreement during the term of this Agreement will provide efficiencies for the City and its contractors; and

**WHEREAS**, large numbers of workers of various skills will be required in the performance of the construction work, including those workers represented by Unions affiliated with the San Joaquin Building and Construction Trades Council ("the Council") and employed by contractors and subcontractors who are signatory to agreements with said labor organizations; and

**WHEREAS**, it is recognized that projects with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

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## Attachment A

**WHEREAS**, the interests of the general public, the City and the Contractor(s)/Employer(s) would be best served if the construction work proceeded in an orderly manner without disruption due to labor disputes; and

**WHEREAS**, the Contractor(s)/Employer(s) and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the construction projects subject to this Agreement in order to promote a satisfactory, continuous and harmonious relationship among the parties to this Agreement; and

**WHEREAS**, unemployment rates in Stockton have been consistently higher than in California as a whole and statistics indicate that the higher unemployment level in Stockton correlates to a higher number of families living in poverty and to a higher crime rate; and

**WHEREAS**, due to the lack of jobs, much of the work force residing in Stockton is forced to commute long distances to find work, causing increased traffic, increased pollution, and other serious environmental impacts; and

**WHEREAS**, because of the shortage of local jobs, many residents of Stockton must leave for work very early in the morning and return late in the evening, often leaving children and teenagers alone and unsupervised during the day; and

**WHEREAS**, absentee parents and unsupervised youth can result in increased problems for families, communities, and the City as a whole; and

**WHEREAS**, the contracts for the construction of the projects will be awarded in accordance with the applicable provisions of the California State Public Contract Code and state, local and federal laws and regulations; and

**WHEREAS**, the City has the absolute right to select the lowest responsive and responsible bidder for the award of construction contracts on the projects; and

**WHEREAS**, the parties signatory to this Agreement pledge their full good faith and trust to work towards mutually satisfactory completion of the Capital Improvement Plan projects and other major City public works projects that will be subject to this Agreement; and

**NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:**

**ARTICLE I**  
**DEFINITIONS**

- 1.1 "Agreement" means this Community Workforce and Training Agreement.
- 1.2 "City" means the City of Stockton and its public employees, including managerial personnel.

## Attachment A

1.3 "Contractor(s)/Employer(s)" or "Contractor" means any individual, firm, partnership or corporation, or combination thereof, including joint ventures, that is an independent business enterprise and has entered into a contract with the City or Project Manager or any of its contractors or subcontractors of any tier, with respect to the construction of any part of the Project under contract terms and conditions approved by the City and which incorporate this Agreement.

1.4 "Construction Contract" means a contract awarded by the City for public work within the meaning of Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the California Labor Code.

1.5 "Project" means any construction project of the City whose value as determined by the higher of the engineer's estimate of the total cost of the project or the actual cumulative bid amounts submitted by the contractor or contractors awarded the Construction Contracts for the Project, exceeds one million dollars (\$1,000,000). By mutual consent of the City and the Council, this threshold amount may be reduced to an amount not below two hundred and fifty thousand dollars (\$250,000) after one year from the effective date of this Agreement.

1.6 "Union" or "Unions" means the San Joaquin Building and Construction Trades Council, AFL-CIO ("the Council") and any other labor organization, including those affiliated with the Council, signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organization whose names are subscribed hereto and who have through their officers executed this Agreement ("Local Unions").

1.7 "Stockton Resident" means a resident of the City of Stockton as defined by Stockton Municipal Code Section 3.68.095(I)(3).

1.8 "Local Area Resident" means any Stockton Resident or any individual domiciled within the boundaries of San Joaquin County according to the criteria set forth in Stockton Municipal Code Section 3.68.095(I)(3) for Stockton Residents.

1.9 "Project Manager" means the business entity or City employee designated by the City to oversee all phases of construction on the Project.

1.10 "Master Agreement" or "Schedule A" means the Master Collective Bargaining Agreement of each craft union signatory hereto, which shall be on file with the City.

1.11 "Completion" means that point at which the City accepts a project at issue by filing a Notice of Completion, or as otherwise provided by applicable state law. "Punch List" items and any other work within the scope of this Agreement not completed prior to commencement of revenue service shall nonetheless be included within the scope of this Agreement. It is understood by the parties that portions of the Project may be completed in phases and Completion of any such phase may occur prior to Completion of the Project.

## **ARTICLE II**

### **SCOPE OF AGREEMENT**

2.1 **Parties:** The Agreement shall apply and is limited to the City and all Contractor(s)/Employer(s) performing construction contracts on the Project, including surveying and on-site testing and inspection where such work is traditionally covered by a Master Agreement with a Union, and the Council and any other labor organization signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement.

2.2 **Project Description:** The Agreement shall govern the award of all Construction Contracts identified by the City as part of the Project. The City has the absolute right to combine, change, consolidate, suspend or cancel Construction Contract(s) or portions of Construction Contract(s) identified as part of the Project. Should the City suspend or remove any individual contract from the Project and thereafter authorize that construction work be commenced on such contract, then such contract shall be performed under the terms of this Agreement. Once a Construction Contract is completed it is no longer covered by this Agreement except when a Contractor is directed to engage in repairs, warranty work or modifications required by its Construction Contract with the City. For the purposes of this Agreement, a Construction Contract shall be considered Completed as set forth in Section 1.11 of this Agreement.

2.3 **Covered Work:** This Agreement covers, without limitation, all site preparation, surveying, on-site construction, alteration, demolition, installation, improvement, painting or repair of buildings, structures, modular furniture installations, and other works and related activities for the Project that is within the craft jurisdiction of one of the Unions and that is part of the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, temporary HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, on-site soils and material inspection and testing, and demolition of any existing structures required to be performed to complete the Project. This Agreement shall apply to any start-up, calibration, commissioning, performance testing repair, and operational revisions to systems and/or subsystems for the Project performed after completion, unless it is performed by City employees. On-site work includes work done for the Project in temporary yards or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This Agreement covers all onsite fabrication work over which the City or any Contractor(s)/Employer(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project.) This Agreement also covers all off-site work, including fabrication traditionally performed by the Unions, that is part of the Project, provided such off-site work is covered by a current "Master Agreement" or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this Agreement. The furnishing of supplies, equipment or materials which are stockpiled for later use shall not be considered Covered Work; however, the delivery of ready-mix, asphalt, aggregate, sand or other fill material which are directly incorporated into the construction process as well as the off-hauling of debris and excess fill, material and/or mud shall be covered by the terms and conditions of this Agreement. Contractor(s)/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the City within ten (10) days of a written request or as required by bid specifications.

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2.4 Exclusions from Covered Work

2.4.1 The Agreement shall be limited to construction work on the Project and is not intended to, and shall not affect or govern the award of public works contracts by the City which are not a part of the Project.

2.4.2 The Agreement shall not apply to a Contractor's/Employer's non-construction craft employees, including but not limited to executives, managerial employees, engineering employees and supervisors above the level of General Foreman (except those covered by existing Master Agreements), staff engineers or other professional engineers, administrative and management personnel.

2.4.3 This Agreement shall not apply to work by employees of the City.

2.4.4 This Agreement shall not apply to any work performed on or near or leading to the site of work covered by this Agreement that is undertaken by state, county, City or other governmental bodies or their contractors; or by public or private utilities or their contractors that is not part of the Project.

2.4.5 This Agreement shall not apply to the Project where the Agreement is prohibited by state or federal law or where the express conditions for the receipt of non-de minimis state or federal funding prohibit the City from applying this Agreement to the Project.

2.5 Project Labor Disputes: All Project labor disputes involving the application or interpretation of the Master Agreement to which a signatory Contractor(s)/Employer(s) and a signatory Union are parties shall be resolved pursuant to the resolution procedures of the Master Agreement. All disputes relating to the interpretation or application of this Agreement shall be subject to resolution by the Grievance Committee and the Grievance and Arbitration Procedure set forth in Article XII.

2.6 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Transient Lodge ("NTL") Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and the National Agreement of Elevator Constructors, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Technicians, with the exception that Articles IV, XII, XIII of this Agreement shall apply to such work.

2.7 Award of Contracts. It is understood and agreed that the City has the absolute right to select any qualified bidder for the award of contracts under this Agreement. The bidder need only be willing, ready and able to execute and comply with this Agreement. It is further agreed that this Agreement shall be included in all invitations to bid or solicitations for proposals from contractors or subcontractors for work on the Project that are issued on and after the effective date of this Agreement.



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**ARTICLE III**  
**EFFECT OF AGREEMENT**

3.1 By executing the Agreement, the Unions and the City agree to be bound by each and all of the provisions of the Agreement.

3.2 This Agreement shall be included as a condition of the award of Construction Contracts for the Project. By accepting the award of a Construction Contract for the Project, whether as contractor or subcontractor, the Contractor(s)/Employer(s) agrees to be bound by each and every provision of the Agreement and agrees that it will evidence its acceptance prior to the commencement of work by executing the Agreement to be Bound in the form attached hereto as Addendum A.

3.3 At the time that any Contractor(s)/Employer(s) enters into a subcontract with any subcontractor providing for the performance of a Construction Contract, the Contractor(s)/Employer(s) shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor as a part of accepting an award of a construction subcontract to agree in writing, to be bound by each and every provision of this Agreement prior to the commencement of work by executing the Agreement to be Bound in the form attached hereto as Addendum A.

3.4 This Agreement shall only be binding on the signatory parties hereto, their successors and assigns, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Any dispute between the Union(s) and the Contractor(s) respecting compliance with the terms of the Agreement, shall not affect the rights, liabilities, obligations and duties between the signatory Union(s) and other Contractor(s)/Employer(s) party to this Agreement.

3.5 It is mutually agreed by the parties that any liability by a signatory Union to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a signatory Union shall not affect the rights, liabilities, obligations and duties between the signatory Contractor(s) and the other Union(s) party to this Agreement.

3.6 The provisions of this Agreement, including the Master Agreements of the Local Unions having jurisdiction over the work on the Project, incorporated herein by reference, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a Master Agreement, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of a Schedule A and is not covered by this Agreement, the provisions of the Master Agreement shall prevail.

**ARTICLE IV**  
**WORK STOPPAGES, STRIKES, SYMPATHY**  
**STRIKES AND LOCKOUTS**

4.1 The Unions, City and Contractor(s)/Employer(s) agree that for the duration of the Project:

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(1) There shall be no strikes, sympathy strikes, work stoppages, picketing, hand billing or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Project, at the job site of the Project or at any other facility of the City because of a dispute on the Project. Nor shall the Unions or any employees employed on the Project participate in any strikes, sympathy strikes, work stoppages, picketing, hand billing, slowdowns, or otherwise advising the public that a labor dispute exists at the jobsite of the Project because of a dispute between Unions and Contractor(s)/Employer(s) on any other project. It shall not be considered a violation of this Article if labor is withheld by a Union due to lack of payments to a Trust Fund or failure to make payroll on the Project. Nothing stated in this Agreement shall prevent Unions from participating in the actions mentioned in this section on jobsites other than the Project jobsite because of disputes between the Unions and Contractor(s)/Employer(s) on projects other than the Project.

(2) As to employees employed on the Project, there shall be no lockout of any kind by a Contractor(s)/Employer(s) covered by the Agreement.

(3) If a Master Agreement between a Contractor(s)/Employer(s) and the Union expires before the Contractor(s)/Employer(s) completes the performance of a Construction Contract for work covered under this Agreement and the Union or Contractor(s)/Employer(s) gives notice of demands for a new or modified Master Agreement, the Union agrees that it will not strike the Contractor(s)/Employer(s) on said contract for work covered under this Agreement and the Union and the Contractor(s)/Employer(s) agree that the expired Master Agreement shall continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached between the Union and Contractor(s)/Employer(s). If the new or modified Master Agreement reached between the Union and Contractor(s)/Employer(s) provides that any terms of the Master Agreement shall be retroactive, the Contractor(s)/Employer(s) agrees to comply with any retroactive terms of the new or modified Master Agreement which is applicable to employees employed on the Project within seven (7) days after the effective date of the new or modified Master Agreement.

4.1.1. Notification: If the City contends that any Union has violated this Article, it will notify in writing (including email) the Senior Executive of the Council and the Senior Executive of the Union, setting forth the facts alleged to violate the Article, prior to instituting the expedited arbitration procedure set forth below. The Senior Executive of Council will immediately use his/her best efforts to cause the cessation of any violation of this Article. The Senior Executive of the Union will immediately inform the membership of their obligations under this Article. A Union complying with this obligation shall not be held responsible for unauthorized acts of employees it represents.

4.2 Expedited Arbitration: Any party to this Agreement shall institute the following procedure, prior to initiating any other action at law or equity, when a breach of this Article is alleged to have occurred:

(1) A party invoking this procedure shall notify Robert Hirsch, as the permanent arbitrator, or, William Riker, as the alternate under this procedure. In the event that the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then a selection shall be made from the list of arbitrators in Article XII. Notice to the arbitrator shall be

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by the most expeditious means available, with notices by facsimile, electronic mail or telephone to the party alleged to be in violation, to the City, to the Council and to the involved Local Union if a Union is alleged to be in violation.

(2) Upon receipt of said notice, the City will contact the designated arbitrator named above or his alternate who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

(3) The arbitrator shall notify the parties by facsimile or telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(4) The sole issue at the hearing shall be whether or not a violation of Article IV, Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with or enforcement of the award. The arbitrator may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance.

(5) Such award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 4.2 of this Article, all parties waive the right to a hearing and agree that such proceedings may be *ex-parte*. Such agreement does not waive any party's right to participate in a hearing for a final order or enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

(6) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance, are waived by the parties.

(7) The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings provided in this Article and the party alleged to be in breach of its obligation under this Article.

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**ARTICLE V**  
**PRE-CONSTRUCTION CONFERENCE**

5.1 The Project Manager shall convene a pre-construction conference to be held at least fourteen (14) days prior to the commencement of each construction phase, at a time and location mutually agreeable to the Council. Such conference shall be attended by a representative each from the participating Contractor(s)/Employer(s) and Union(s) and the Project Manager.

5.2 **Review Meetings:** In order to ensure the terms of this Agreement are being fulfilled and all concerns pertaining to the City, the Unions, and the Contractors are addressed, the Project Manager, General Contractor and Senior Executive of the Council or designated representatives thereof shall meet on a periodic basis during the term of construction. The City and the Council shall have the right to call a meeting of the appropriate parties to ensure the terms of this Agreement are being fulfilled.

**ARTICLE VI**  
**NO DISCRIMINATION**

6.1 The Contractor(s)/Employer(s) and Unions agree to comply with all anti-discrimination provisions of federal, state and local law, to protect employees and applicants for employment, on the Project.

**ARTICLE VII**  
**UNION SECURITY**

7.1 The Contractor(s)/Employer(s) recognize the Union(s) as the sole bargaining representative of all craft employees working within the scope of this Agreement.

7.2 All employees performing work covered by this Agreement shall, as a condition of employment on or before the eighth (8th) cumulative day of employment on the Project, be responsible for the payment of the applicable periodic working dues and fees uniformly required for union membership in the Local Union that is a signatory to this Agreement for the duration of his or her employment on the Project. Nothing in this Agreement is intended to prevent any non-union employees from joining the Local Union.

7.3 Authorized representatives of the Unions shall have access to the Project whenever work covered by this Agreement is being, has been, or will be performed on the Project.

**ARTICLE VIII**  
**REFERRAL**

8.1 Contractor(s)/Employer(s) performing construction work on the Project described in the Agreement shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Local Unions ("Job Referral System"). Such Job Referral System shall be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those which require

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equal employment opportunities and non-discrimination. The Contractor(s)/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

8.2 The Contractor(s)/Employer(s) shall have the unqualified right to select and hire directly all supervisors above general foreman it considers necessary and desirable, without such persons being referred by the Union(s).

8.3 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor(s)/Employer(s) for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor(s)/Employer(s), the Contractor(s)/Employer(s) shall be free to obtain work persons from any source. A Contractor who hires any personnel to perform covered work on the Project pursuant to this Section shall immediately provide the appropriate Union with the name and address of such employee(s) and shall immediately refer such employee(s) to the appropriate Union to satisfy the requirements of Article VII of this Agreement.

8.4 Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractor(s)/Employer(s). Recognizing the special needs of the Project and the acute shortage of skilled craftspeople, the Unions shall consider a Contractor's request to transfer key employees to work on this Project in a manner consistent with the Union's referral procedures.

8.5 The parties to this Agreement support the development of increased numbers of skilled construction workers from the City of Stockton and San Joaquin County. To the extent allowed by law, and consistent with the Local Union's hiring hall provisions, and as long as they possess the requisite skills and qualifications, Local Area Residents, including journeymen and apprentices, shall be referred for Project work covered by this Agreement.

### **ARTICLE IX** **WAGES AND BENEFITS**

9.1 All Contractors/Employers agree to pay contributions to the established vacation, pension and other form of deferred compensation plan, apprenticeship, and health benefit funds established by the applicable Master Agreement for each hour worked on the Project in the amounts designated in the Master Agreements of the appropriate Local Unions.

9.2 By signing this Agreement, the Contractor(s)/Employer(s) adopts and agrees to be bound by the written terms of the legally established Trust Agreements, as described in section 9.1, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds established by such appropriate local agreements. The Contractor(s)/Employer(s) authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratify and accept the trustees so appointed as if made by the Contractor(s)/Employer(s).

9.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master Agreement of the respective crafts, copies of which shall be on file with the City to the extent such Master

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Agreement is not inconsistent with this Agreement. All employees covered by this Agreement shall be classified and paid in accordance with the classification and wage scales contained in the appropriate local agreements which have been negotiated by the historically recognized bargaining entity and in compliance with the applicable general prevailing wage determination made by the Director of Industrial Relations pursuant to the California Labor Code.

9.4 During the period of construction on this Project, the Contractor(s)/Employer(s) agrees to recognize and put into effect such increases in wages and recognized fringe benefits as shall be negotiated between the various Unions and the historically recognized local bargaining entity on the effective date as set forth in the applicable agreement. The Unions shall notify the Contractor(s)/Employer(s) in writing of the specific increases in wages and recognized fringe benefits and the date on which they become effective.

9.5 Holidays: Holidays shall be in compliance with the applicable Schedule A agreement.

#### **ARTICLE X** **EMPLOYEE GRIEVANCE PROCEDURE**

10.1 All disputes involving discipline and/or discharge of employees working on the Project shall be resolved through the grievance and arbitration provision contained in the Master Agreement for the craft of the affected employee. No employee working on the Project shall be disciplined or dismissed without just cause.

#### **ARTICLE XI** **COMPLIANCE**

11.1 It shall be the responsibility of the Contractor(s)/Employer(s) and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article IX. Nothing in this agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Employers on the Project. The City shall monitor and enforce compliance with the prevailing wage requirements of the state and Contractors'/Employers' compliance with this Agreement.

#### **ARTICLE XII** **GRIEVANCE ARBITRATION PROCEDURE**

12.1 The parties understand and agree that in the event any dispute arises out of the meaning, interpretation or application of the provisions of this Agreement, the same shall be settled by means of the procedures set out herein. No grievance shall be recognized unless the grieving party (Local Union or City on its own behalf, or on behalf of an employee whom it represents, or a contractor on its own behalf) provides notice in writing to the signatory party with whom it has a dispute within five (5) days after becoming aware of the dispute but in no event more than thirty (30) days after it reasonably should have become aware of the event giving rise to the dispute. The time limits in this Section 12.1 may be extended by mutual written agreement of the parties.

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## 12.2 Grievances shall be settled according to the following procedures:

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the Business Representative of the involved Local Union or City, or his/her designee, or the representative of the employee, and the representative of the involved Contractor(s)/Employer(s) shall confer and attempt to resolve the grievance.

Step 2: In the event that the representatives are unable to resolve the dispute within the five (5) business days after the meeting to resolve the dispute in Step 1, the International Union Representative and the Contractor(s)/Employer(s) involved shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. In the event that these representatives are unable to resolve the dispute after its referral to Step 2, either involved party may submit it within three (3) business days to the Grievance Committee, which shall meet within five (5) business days after such referral (or such longer time as is mutually agreed upon by all representatives on the Grievance Committee), to confer in an attempt to resolve the grievance. The Grievance Committee shall be comprised of two (2) representatives of the City; and one (1) representative of the Project Manager, and three (3) representatives of the San Joaquin Building & Construction Trades Council. If the dispute is not resolved within such time (five (5) business days after its referral or such longer time as mutually agreed upon) it may be referred within five (5) business days by either party to Step 3.

Step 3: If the grievance is not settled in Step 2 within five (5) business days, either party may request the dispute be submitted to arbitration or the time may be extended by mutual consent of both parties. Within five (5) business days after referral of a dispute to Step 3, the representatives shall choose a mutually agreed upon arbitrator for final and binding arbitration. If the parties are unable to agree on an arbitrator, an arbitrator shall be selected by the alternate striking method from the list of five (5) below. The order of striking names from the list of arbitrators shall be determined by a coin toss, the winner of which shall decide whether they wish to strike first or second. If any of the arbitrators listed below or in Article 4 is no longer working as a labor arbitrator at the time of selection, the City and the Council shall mutually agree to a replacement. In addition, the City and the Council may mutually agree to add additional arbitrators to those listed below.

1. William Riker
2. Barry Winogard
3. Thomas Angelo
4. Robert Hirsch
5. William Engler

12.3 The Arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding arbitrator. The decision of the Arbitrator shall be

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final and binding on all parties. The Arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the Arbitrator shall be borne equally by both parties.

12.4 The time limits specified in any step of the Grievance Procedure set forth in Section 12.2 may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the Grievance Procedure. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes. In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent setting.

**ARTICLE XIII**  
**WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES**

13.1 The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

13.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

13.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California within fourteen (14) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

13.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature and the Employer's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge. Each Employer will conduct a pre-job conference with the Council prior to commencing work. The Project Manager and City will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Employers may be held together.



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## **ARTICLE XIV MANAGEMENT RIGHTS**

14.1 The Contractor(s)/Employer(s) shall retain full and, exclusive authority for the management of their operations, including the right to direct their workforce in their sole discretion. Except as provided by Section 2.3 and by the lawful manning provisions in the applicable Master Agreement, no rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees.

## **ARTICLE XV HELMETS TO HARDHATS**

15.1 The Contractor(s)/Employer(s) and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Contractor(s)/Employer(s) and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center"), a joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section 186(c)(9), and a charitable tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

15.2 The Unions and Contractor(s)/Employer(s) agree to coordinate with the Center to participate in an integrated database of veterans and members of the National Guard and Reserves interested in working on the Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

15.3 Nothing in this Article shall be interpreted to preclude any Contractor(s)/Employer(s) that is not signatory to a Master Agreement to utilize an alternative plan or program for recruiting, training and facilitating construction industry employment opportunities for military veterans and members of the National Guard and Reserves. Before utilizing such alternative program on the Project, such Contractor(s)/Employer(s) shall provide the City with a description of such plan or program.

## **ARTICLE XVI DRUG & ALCOHOL TESTING**

16.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited.

16.2 The Parties agree to recognize and use the Substance Abuse Program contained in each applicable Union's Schedule A.

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**ARTICLE XVII**  
**TERM SAVINGS CLAUSE**

17.1 The parties agree that in the event any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or work in question.

17.2 The parties also agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

17.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the City from complying with all or part of its provisions and the City accordingly determines that the Agreement will not be required as part of an award to a Contractor(s)/Employer(s), the unions will no longer be bound by the provisions of Article IV.

**ARTICLE XVIII**  
**LOCAL HIRE, PRIORITY APPRENTICE AND WORKFORCE**  
**DEVELOPMENT PROGRAM**

18.1 The objective of the City in creating this Local Hire, Priority Apprentice and Workforce Development Program is to enhance and encourage employment opportunities for Stockton residents and to enable effective construction career pathways for Local Area Residents through California State approved Joint Apprenticeship Programs. To that end, as part of the Agreement, the City establishes goals for the hiring, training and retention of Local Area Residents.

18.2 Local Hire. The City establishes the following Local Hire goals and commitments:

18.2.1 The parties agree to make a good faith effort to refer on a priority basis, consistent with the non-discriminatory referral procedures of the applicable Union, qualified and available, Local Area Residents for Project work. The parties agree to a goal that Stockton residents shall perform a minimum of 50% of the hours worked on the Project by the Contractors' total construction workforce. In the event that a sufficient number of Stockton residents are not available to fulfill the 50% local hire requirement, the next tier of residents shall come from anywhere in San Joaquin County. The Contractor(s) shall make good faith efforts to reach this goal through the utilization of the Unions' hiring hall procedures. The Unions shall exercise their best efforts in their recruiting and training of Stockton resident workers and in utilizing their hiring hall procedures to facilitate this 50% goal.

18.2.2 The parties also recognize and support the City's commitment to provide opportunities for participation on the Project to Stockton businesses through the City's Local Business Preference Ordinance. In furtherance of this commitment, the parties agree that such

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Stockton contractors and subcontractors awarded work on the Project may request by name, and the Local Union will honor, referral of persons who have applied to the Local Union for Project work, and who demonstrate the following qualifications:

- (1) possess any license required by state or federal law for the Project work to be performed;
  - (2) have worked a total of at least two thousand (2,000) hours in the construction craft during the prior two (2) years;
  - (3) were on the Contractor's active payroll for at least ninety (90) out of the one hundred and twenty (120) calendar days prior to the contract award;
  - (4) have the ability to perform safely the basic functions of the applicable trade;
- and
- (5) are Stockton residents.

The Union will refer to such Contractor one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and will then refer one of such Contractor's "core" employees as a journeyman and shall repeat the process, one and one, until such Contractor's crew requirements are met or until such Contractor has hired five (5) "core" employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Contractor's work, the ratio shall be maintained and when the Contractor's workforce is reduced, employees shall be reduced in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring.

18.2.3 The Contractor shall notify the appropriate Union of the name and social security number of each direct hire and each direct hire shall register with the Union's hiring hall and comply with Article VII before commencing Project work. If there is any question regarding an employee's eligibility under Section 18.2, the City, at a Union's request, shall obtain satisfactory proof of such from the Contractor.

### 18.3 Priority Apprenticeship and Workforce Development

18.3.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, the Contractor(s)/Employer(s) shall employ apprentices of a California State approved Joint Apprenticeship Program in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. The apprentice ratios will be in compliance with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determination.

18.3.2 The parties agree to a goal that 50% of apprentices employed on the Project shall be residents of the City of Stockton or other Local Area Residents. In achieving this goal, at-risk youth who reside in the following zip codes within the City of Stockton, shall be given priority in the apprenticeship recruitment process: 95202, 95203, 95204, 95205, and 95206. If sufficient numbers of Stockton residents are not available, then a good faith effort will be made by the Unions to utilize residents of San Joaquin County. All apprentices referred to Contractors under this

## Attachment A

Agreement shall be enrolled in State of California approved Joint Apprenticeship Programs. Subject to any legal restrictions, the parties agree to a goal that apprentices will perform twenty percent (20%) of the total craft hours worked on the Project unless an applicable Master Agreement provides for a greater percentage. The Unions agree to cooperate with the Contractors in furnishing apprentices as requested and they shall be properly supervised and paid in accordance with the provisions of the applicable Master Agreement.

18.3.3 The Contractors and Unions shall make good faith efforts to reach the apprenticeship goals set forth in this Section 18.3 through the utilization of normal hiring hall and apprentice procedures and, when appropriate, the identification of potentially qualified apprentices through community-based organizations working in collaboration with the apprentice programs. The Unions are committed to working with the Contractors and community based organizations to achieve these goals. At least annually, the Unions and the City will each conduct a Community Career Fair to provide at-risk youth, veterans and others an opportunity to learn about each craft and the process for entering their apprenticeship program.

18.4 Good Faith Efforts. A Contractor or subcontractor must take the following good faith steps to demonstrate that it has made every effort to reach the Local Hire, Priority Apprenticeship and Workforce Development Program goals of the City. The Contractor or subcontractor shall attend scheduled Pre-Job meetings held under this Agreement and shall submit written workforce projections and projected work hours on a craft-by-craft basis.

18.4.1 Within seven (7) calendar days after Notice to Proceed, the Contractor or subcontractor shall meet with the Unions and the City to present its plan for reaching the Local Hire, Priority Apprenticeship and Workforce Development Program goals.

18.4.2 The Contractor or subcontractor shall notify the Project Manager of the City by U.S. Mail or electronic mail if a Union hiring hall cannot, upon request by the Contractor or subcontractor, dispatch Local Area Residents to the Project. It shall be the responsibility of the Contractor or subcontractor to retain all evidence of such good faith efforts.

18.4.3 The Contractor or subcontractor may use the "Name Call", "Rehire" or other available hiring hall procedures to reach the goals of this Article XVIII.

#### 18.5 Enforcement, Compliance and Reporting

18.5.1 Contractors will be required to submit Certified Weekly Payrolls to the City along with monthly workforce utilization reports documenting the Contractor's compliance with the requirements described in this Article. At a minimum, the monthly reports must include: 1) data on Stockton and Local Area Residents work hour utilization on the Project and Local Area Residents; and 2) documentation showing any requests made to the Union dispatchers for Stockton residents and the Union's response to the request.

18.5.2 The City staff shall monitor the operation of the Local Hire, Priority Apprenticeship and Workforce Development Program and shall consider allegations of non-compliance with the goals stated in this Article. If there is a determination by the City that a Contractor or subcontractor has not complied with the goals or demonstrated good faith efforts to

## Attachment A

do so, the City and the Contractor or subcontractor shall meet and confer in order to identify necessary actions to resolve the issue and ensure a good faith effort to achieve the objectives of this Article.

18.5.3 For any Project subject to this Agreement, the Local Hire, Priority Apprentice and Workforce Development Program requirements of this Article shall apply in lieu of the requirements of Stockton Municipal Code Section 3.68.095 and no separate compliance with Section 3.68.095 will be required of the Contractors/Employers working on the Project.

**ARTICLE  
XIX TERM**

19.1 This Agreement shall become effective 30 days after the day the City Council takes action to authorize its execution, and it shall continue in full force and effect for a period of three (3) years, at which time this Agreement may be considered for extension or renewal. The terms of this Agreement shall apply to any Project that is bid or solicited after the effective date and before the expiration of this Agreement. The Agreement shall continue to apply to any Project subject to this Agreement until the completion of all Covered Work on the Project.

CITY OF STOCKTON

[Signature]  
Name: KURT O. WILSON  
Title: CITY MANAGER

Date: 8/24/16

ATTEST:

By: [Signature]  
BONNIE PAIGE, CITY CLERK



APPROVED AS TO FORM

By: [Signature]  
JOHN M. LUEBBERKE  
CITY ATTORNEY

APPROVED AS TO FORM

By: [Signature]  
DANIEL CARDOZO

Title: ATTORNEY AT SAN JOAQUIN BTC

SAN JOAQUIN BUILDING AND CONSTRUCTION TRADES COUNCIL, AFL-CIO COUNCIL

\_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_

## Attachment A

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CITY OF STOCKTON

\_\_\_\_\_  
Name: KURT O. WILSON  
Title: CITY MANAGER

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM

By: \_\_\_\_\_  
BONNIE PAIGE, CITY CLERK

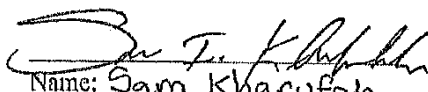
By: \_\_\_\_\_  
JOHN M. LUEBBERKE  
CITY ATTORNEY

APPROVED AS TO FORM

By: \_\_\_\_\_  
DANIEL CARDOZO

Title: \_\_\_\_\_

SAN JOAQUIN BUILDING AND CONSTRUCTION TRADES COUNCIL, AFL-CIO COUNCIL

  
Name: Sam Kharoufeh  
Title: Secretary/Treasurer

Date: 8/24/16

3238-017j

## Attachment A

## UNIONS

Daniel D. Chivello  
Electrical Workers # 595

Rick  
Sheet Metal Workers # 104

Mark L. Sloan  
Boilermakers # 549

Mark L. Sloan  
Cement Masons # 400

Chas. Gray  
District Council # 16

Chas. Gray  
Heat & Frost Insulators & Asbestos # 16

Mike Egan  
Iron Workers # 378

Miguel Siqueira  
Underground Utility/Landscape # 355

Joseph B. Torack  
Sign & Display # 510

James S. Quinn  
Operating Engineers # 3

Jim Bell  
Northern California Carpenters Regional  
Council on behalf of itself and its  
affiliated local Unions

Keith Shub  
Plasterers and Cement Masons # 300

William F. Boz  
Plumbers and Pipefitters # 442

ON BEHALF OF BUSINESS MANAGER SHAWN  
CAVERILL, BUSINESS AGENT Mark L. Sloan  
Road Sprinkler Fitters # 669

Mark L. Sloan  
Roofers and Water proofers # 81

Karl Perino  
Iron Workers # 118

Bob  
Laborers # 73

Mark L. Sloan  
Teamsters # 439

Attachment A

**Addendum A****CITY OF STOCKTON COMMUNITY WORKFORCE AND TRAINING AGREEMENT****AGREEMENT TO BE BOUND**

The undersigned, as a Contractor or Subcontractor, including construction material trucking company/entity, (CONTRACTOR) on the City of Stockton Project, (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in this Community Workforce and Training Agreement (hereinafter AGREEMENT), a copy of which was received and is acknowledged, hereby:

(1) Accepts and agrees to be bound by the terms and conditions of the AGREEMENT for this Project, together with any and all amendments and supplements now existing or which are later made thereto:

(2) The CONTRACTOR agrees to be bound by the legally established local trust agreements designated in the applicable Schedule A as set forth in Article IV of this AGREEMENT.

(3) The CONTRACTOR authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the CONTRACTOR;

(4) Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said AGREEMENT.

(5) Agrees to secure from any CONTRACTOR(S) (as defined in said AGREEMENT) which is or becomes a subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

(6) This Agreement to be Bound constitutes a subscription agreement to the extent of its terms. However, the undersigned agrees to execute a separate Subscription Agreement(s) or contributing employer agreement for Trust Funds when such Trust Fund(s) requires such document(s).

Date: \_\_\_\_\_

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
(Name of Contractor Representative)

\_\_\_\_\_  
(Authorized Officer & Title)

\_\_\_\_\_  
CSLB # or Motor Carrier Permit

3238-017jj



**BOND FOR FAITHFUL PERFORMANCE**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, (**STATE OF CALIFORNIA CORPORATION**,

as Principal and \_\_\_\_\_  
\_\_\_\_\_, a corporation, organized and existing under the laws of the State of \_\_\_\_\_  
\_\_\_\_\_ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Stockton, a municipal corporation, duly created and existing under and by virtue of the laws of the State of California, as obligee, in the just and full sum of TWO MILLION ONE HUNDRED THOUSAND 00/100 DOLLARS (\$2,100,000.00) ANNUALLY, in lawful money of the United States of America (being 100% of the contract price) for the payment whereof well and truly to be made to the said CITY, the said Principal and Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that the above bounded Principal has simultaneously entered into a contract with the CITY, to do and perform the following work, to wit:

**ON-CALL UTILITY REPAIR  
(PROJECT NO. PUR 22-007)**

NOW, THEREFORE, if the above bounded Principal, CONTRACTOR, Company or Corporation or its subcontractor, shall well and truly perform the work contracted to be done under said contract, then this obligation to be null and void; otherwise to remain in full force and effect.

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract, or in said plans or specifications agreed to between the said CONTRACTOR and the said CITY, and no forbearance on the part of the said CITY shall operate to relieve any Surety or Sureties from liability on this bond,

and consent by said Surety is hereby given, and the said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED on \_\_\_\_\_

APPROVED AS TO SURETY:

By: \_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_

\_\_\_\_\_  
SURETY

APPROVED AS TO FORM & CONTENT:  
LORI M. ASUNCION, ACTING CITY  
ATTORNEY  
OFFICE OF THE CITY ATTORNEY

By: \_\_\_\_\_  
ATTORNEY-IN-FACT

By: \_\_\_\_\_  
DEPUTY CITY ATTORNEY

## BOND FOR LABOR AND MATERIAL

KNOW ALL MEN BY THESE PRESENTS:

That we, **SORACCO INC**, a **STATE OF CALIFORNIA CORPORATION**, as Principal

and \_\_\_\_\_, corporation, organized and existing under the laws of the State of \_\_\_\_\_ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Stockton, a municipal corporation, duly created and existing under and by virtue of the laws of the State of California, and unto any and all material suppliers, persons, companies, or corporations furnishing materials, provisions, provender or other supplies used in, upon, for or about the performance of the work contemplated to be executed or performed under the contract hereinafter mentioned, and all persons, companies, or corporations renting or hiring teams, or implements of machinery, for or contributing to said work and all persons who perform work or labor upon the same, and all persons who supply both work and materials, and whose claims have not been paid by the contractor, company or corporation in the just and full sum of TWO MILLION ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$2,100,000) ANNUALLY, in lawful money of the United States of America for the payment

whereof well and truly to be made to said CITY and to said persons jointly and severally, the said principal and Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligations is such that the above bounden Principal has simultaneously entered into a contract of even date herewith, with the CITY, to do and perform the following work, to-wit:

ON-CALL UTILITY REPAIR  
(PROJECT NO. PUR 22-007)

NOW, THEREFORE, if the above bounden Principal, CONTRACTOR, Company or Corporation or its subcontractor, fail to pay for all materials, provisions, provender, or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on

this bond will pay the same, in an amount not exceeding the sum specified in this bond, provided that any and all claims hereunder shall be filed and proceedings had in connection therewith as required by the provisions of Division 3, Part 4, Title 15, Chapter 5, Article 1 of the Civil Code of California, provided that in case suit is brought upon this bond, a reasonable attorney's fee shall be awarded by the Court to the prevailing party in said suit; said attorney's fee to be fixed as costs in said suit, and to be included in the judgment therein rendered.

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract or in said plans or specifications agreed to between the said CONTRACTOR and the said CITY and no forbearance on the part of the said CITY shall operate to relieve any surety or sureties from liability on this bond, and consent to make such alterations without further notice to or consent by any such surety is hereby given, and the said sureties hereby waive the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED on \_\_\_\_\_.

APPROVED AS TO SURETY:

By: \_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_

\_\_\_\_\_  
SURETY

APPROVED AS TO FORM & CONTENT:  
LORI M. ASUNCION, ACTING CITY  
ATTORNEY  
OFFICE OF THE CITY ATTORNEY

By: \_\_\_\_\_  
ATTORNEY-IN-FACT

By: \_\_\_\_\_  
DEPUTY CITY ATTORNEY



# City of Stockton

## Legislation Text

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**File #:** 22-0415, **Version:** 1

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### **ADOPT RESOLUTION TO AUTHORIZE THE STREETLIGHT KNOCKDOWN REPAIRS PHASE 6 PROJECT**

#### RECOMMENDATION

It is recommended that the City Council adopt a resolution to:

1. Approve the Notice of Exemption No. NOE8-22 under the California Environmental Quality Act for the Streetlight Knockdown Repairs Phase 6, Project No. OM-22-028.
2. Approve the plans and specifications for the Streetlight Knockdown Repairs Phase 6, Project No. OM-22-028.
3. Award a Construction Contract in the amount of \$139,195 to St. Francis Electric, LLC of San Leandro, CA, for the Streetlight Knockdown Repairs Phase 6, Project No. OM-22-028.

It is also recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of this resolution.

#### Summary

Streetlight poles are installed close to the roadway and are occasionally struck by motor vehicles, resulting in toppled poles, or “knockdowns”. The Streetlight Knockdown Repairs project will remove and replace nine streetlight poles and three traffic signal poles that were damaged by automobile accidents at various locations citywide (Attachment A).

On March 31, 2022, the City received three bids for this project. Staff recommends award of the Construction Contract to the lowest responsive bidder, St. Francis Electric, LLC, in the amount of \$139,195. Staff also recommends that Council adopt a resolution approving Notice of Exemption No. NOE8-22 under the California Environmental Quality Act (CEQA) and approving the plans and specifications for the project. Construction is anticipated to begin and be completed in fall 2022, weather permitting.

#### DISCUSSION

##### Background

The City is responsible for the operation and maintenance of approximately 19,000 streetlights. The majority of these streetlights are mounted on galvanized poles. Streetlight poles are installed close to the roadway and are occasionally struck by motor vehicles, resulting in toppled poles, or

“knockdowns”. The cost to replace a foundation, pole and fixture has increased significantly in the last five years. Depending on the severity of the damage to the foundation base and wiring, repair costs range between \$5,000 and \$20,000 per knockdown. The City has an average of 75 such incidents annually. The City attempts to recover damage expenses when there is a police report identifying the responsible party.

The Streetlight Knockdown Repairs project will remove and replace nine streetlight poles and three traffic signal poles that were damaged by automobile accidents at various locations citywide (Attachment A).

On July 26, 2016, Council adopted a Community Workforce and Training Agreement (CWTA). The CWTA became effective August 25, 2016, and applies to all Public Works projects over \$1 million that are bid after that date. On July 16, 2019, by Motion No. 2019-07-16-1403, Council extended the CWTA term to August 25, 2024. The CWTA was not applied to this project as the estimated construction cost is less than \$1 million.

#### Present Situation

On March 14, 2022, the Streetlight Knockdown Repairs project was advertised for bids. On March 31, 2022, three bids were received with the following results:

<u>COMPANY NAME</u>	<u>BID AMOUNT</u>
St. Francis Electric, LLC (San Leandro, CA)	\$139,195
PTM General Engineering Services, Inc. (Riverside, CA)	\$189,098
Bear Electrical Solutions, Inc. (Alviso, CA)	\$304,700
Engineer's Estimate	\$198,000

The requirements of Stockton Municipal Code (SMC) section 3.68.090, Local Business Preference, apply to this project. Application of the Local Business Preference has no effect on the bid order, as no local firms bid on the project. The Local Employment Ordinance, SMC section 3.68.095, also applies to this contract.

The bid from St. Francis Electric, LLC, the lowest responsive bidder, is regular in all respects. St. Francis Electric, LLC has the proper license to perform the work. Staff recommends Council approve the plans and specifications for the project and award a Construction Contract to St. Francis Electric, LLC in the amount of \$139,195.

The project conforms with the City's General Plan, pursuant to California Government Code, section 65402, and is categorically exempt from the requirements of CEQA as specified under Section 15301 (c) of the CEQA guidelines. As a result, the project has been granted a Categorical Exemption. The activities related to this project constitute a discretionary project under the City's jurisdiction and qualifies as a project that does not have a significant effect on the environment. The resolution will

approve the Notice of Exemption No. NOE8-22 under CEQA. Construction is anticipated to begin and be completed by fall 2022, weather permitting.

FINANCIAL SUMMARY

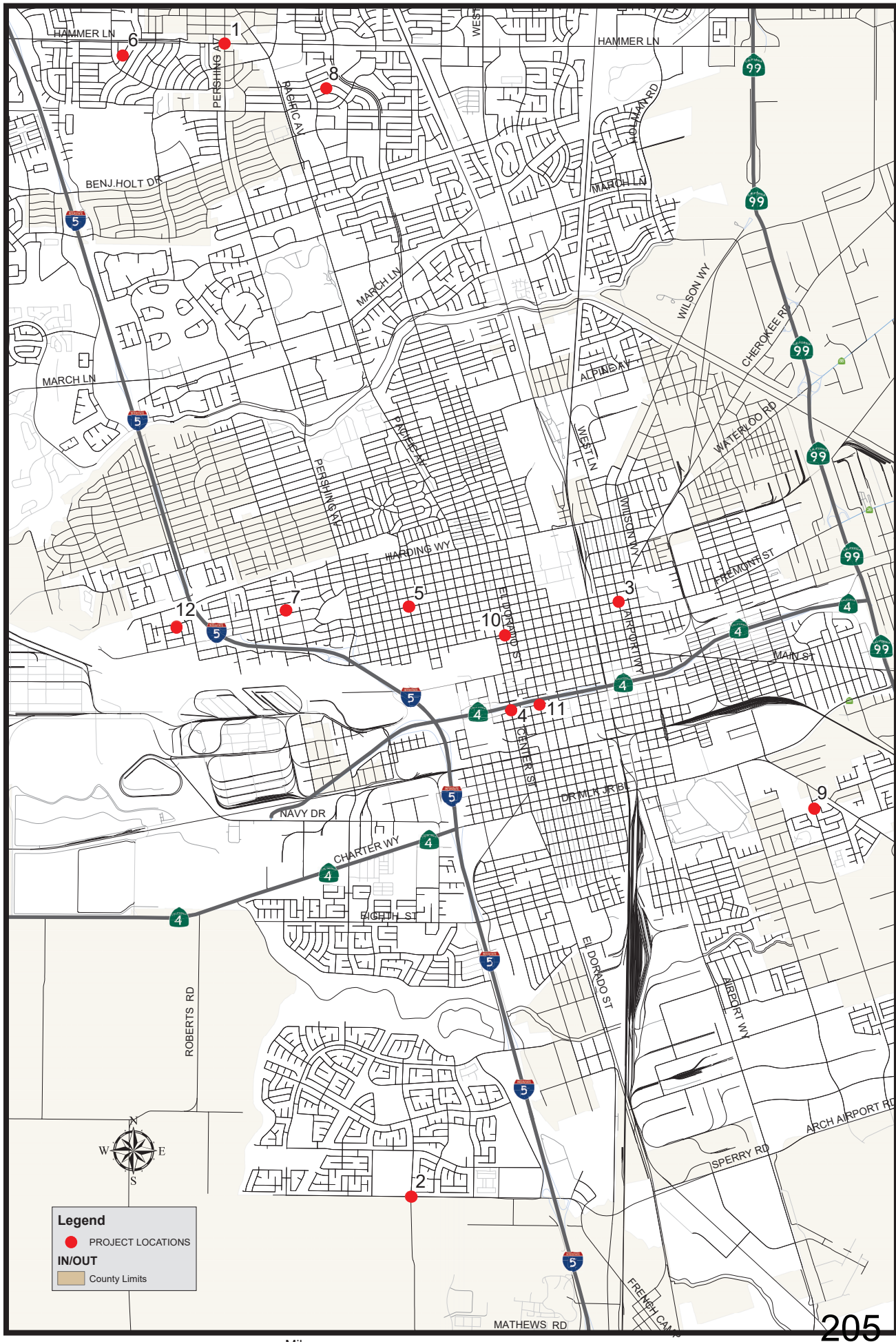
There is sufficient funding in the FY 2021-22 Electrical and Traffic Signals, Account No. 4570-717-63 0013-250-252-30-45-000-000, to award a Construction Contract in the amount of \$139,195 to St. Francis Electric, LLC of San Leandro, CA, for the Streetlight Knockdown Repairs Phase 6, Project No. OM-22-028.

There is no impact on the City's General Fund or any other unrestricted fund as a result of taking the recommended action.

Attachment A - Vicinity Map

VICINITY MAP  
STREETLIGHT KNOCKDOWN REPAIRS PHASE 6  
PROJECT NO. OM-22-028

ATTACHMENT A





# STOCKTON CITY COUNCIL

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## **RESOLUTION APPROVING THE NOTICE OF EXEMPTION NO. NOE8-22, APPROVING THE PLANS AND SPECIFICATIONS, AND AWARDING A CONSTRUCTION CONTRACT FOR THE STREETLIGHT KNOCKDOWN REPAIRS PHASE 6, PROJECT NO. OM-22-028**

On March 31, 2022, the City Clerk of the City of Stockton opened, examined, and publicly declared the sealed proposals or bids offered for the Streetlight Knockdown Repairs Phase 6, Project No. OM-22-028; and

The project will remove and replace nine streetlight poles and three traffic signal poles that were damaged and knocked down by automobile accidents at various locations citywide; and

St. Francis Electric, LLC is the lowest responsive bidder in the amount of \$139,195; and

The project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) as specified under section 15301(c) of the CEQA Guidelines, because this is a discretionary project under the City's jurisdiction and qualifies as a project which has been determined to not have a significant effect on the environment; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON AS FOLLOWS:

1. The City Council approves the filing of Notice of Exemption No. NOE8-22 under CEQA for the Streetlight Knockdown Repairs Phase 6, Project No. OM-22-028, a copy of which is attached as Exhibit 1 and incorporated by this reference.

2. The City Council approves the plans and specifications for the Streetlight Knockdown Repairs Phase 6, Project No. OM-22-028.

3. The City Council awards a Construction Contract between the City of Stockton and St. Francis Electric, LLC in the amount of \$139,195, and the City Manager is authorized and directed to execute same, a copy of which is attached as Exhibit 2 and incorporated by this reference.

//  
//  
//  
//  
//  
//  
//

4. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED June 21, 2022.

---

KEVIN J. LINCOLN II  
Mayor of the City of Stockton

ATTEST:

---

ELIZA R. GARZA, CMC  
City Clerk of the City of Stockton

**CITY OF STOCKTON  
NOTICE OF EXEMPTION**

TO: COUNTY CLERK  
COUNTY OF SAN JOAQUIN  
44 N. San Joaquin St., Ste. 260  
Stockton, CA 95202

FROM: Lead Agency  
City of Stockton  
c/o Public Works Department  
22 East Weber Avenue, Suite 301  
Stockton, CA 95202

**NOTICE OF EXEMPTION PURSUANT TO PUBLIC RESOURCES CODE SECTION 21152(B) AND CALIFORNIA CODE OF REGULATIONS TITLE 14, SECTION 15062**

**PROJECT DATA**

Project Title: STREETLIGHT KNOCKDOWNS PHASE 6 REPAIR PROJECT, PROJECT NO. OM-22-028

CEQA Exemption File No.: NOE 8-22

Applicant: City of Stockton Public Works Department

Project Description/Location: The City of Stockton's Public Works Department will be repairing damaged streetlight and traffic signal mast arm poles throughout the City of Stockton. See attachment A for specific locations.

**DETERMINATION/FINDING OF EXEMPTION**

The above-described activity/project is exempt from the environmental assessment requirements of the California Environmental Quality Act (CEQA) pursuant to the following section(s) of the State CEQA Guidelines (California Code of Regulations, Title 14):


- \_\_\_\_\_ The activity is not a "project" as defined in CEQA Guidelines Section 15378.  
\_\_\_\_\_ The activity is exempt under the "general rule" at CEQA Guidelines Section 15061(B)(3).  
\_\_\_\_\_ The project is "Statutorily Exempt" per CEQA Guidelines Section: \_\_\_\_\_  
X The project is "Categorically Exempt" per CEQA Guidelines Section 15301(c).

**BASIS FOR FINDING OF EXEMPTION**

- \_\_\_\_\_ The activity does not qualify as a project and/or clearly could not have a significant effect on the environment and, therefore, CEQA does not apply.  
X The activity constitutes a discretionary project under the City's jurisdiction and qualifies as a project which has been determined not to have a significant effect on the environment and, therefore, is exempt from the provisions of CEQA under the above-noted statutory or categorical exemption(s).

JODI ALMASSY, DIRECTOR  
PUBLIC WORKS DEPARTMENT

\_\_\_\_\_  
March 22, 2022  
(DATE OF PREPARATION)

By   
Thinh Phan, Project Manager

\_\_\_\_\_  
(DATE OF FINAL APPROVAL)

**AFFIDAVIT OF FILING AND POSTING**

I declare that on the date stamped above, I received and posted this notice or included it on a list of such notices which was posted as required by California Public Resources Code Section 21152(B). Said notice or list of notices will remain posted for 35 days from the filing date.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Posting Period Ending Date

## CONSTRUCTION CONTRACT

This contract is made and entered into on \_\_\_\_\_, by and between **ST. FRANCIS ELECTRIC, LLC.**, a **STATE OF CALIFORNIA CORPORATION**, with a business address at **975 CARDEN STREET, SAN LEANDRO, CA 94577**, hereinafter called "CONTRACTOR," and CITY OF STOCKTON, a municipal corporation, hereinafter called "CITY."

### WITNESSETH:

WHEREAS, plans and specifications for the construction of **STREETLIGHT KNOCKDOWNS PHASE 6 REPAIR (PROJECT NO. OM-22-028)**, hereinafter called "PROJECT," were regularly adopted by **Council Resolution No. \_\_\_\_\_**, on \_\_\_\_\_; and

WHEREAS, the contract for said work was regularly awarded to CONTRACTOR, by **Council Resolution No. \_\_\_\_\_**, on \_\_\_\_\_.

**NOW, THEREFORE**, in consideration of the promises and of the mutual covenants herein contained, the parties hereto expressly agree as follows:

CONTRACTOR agrees:

**1. SCOPE OF SERVICES.** To do the work and furnish all the labor, materials, tools, equipment, and insurance required for the construction of PROJECT in accordance with the plans and specifications adopted on \_\_\_\_\_, by **Council Resolution No. \_\_\_\_\_**. The "contract documents," which include the bid documents, project plans, specifications, all letters of clarification, and the City of Stockton Standard Specifications and Plans, are incorporated into and made a part of this contract by this reference to the same extent as if fully set forth.

**2. COMPENSATION.** To do and perform the work contemplated hereby in a good and workmanlike manner and to furnish all labor, materials, tools, and equipment necessary therefore at the prices specified in **Exhibit A**, attached hereto and by reference made a part hereof, under the direction of and to the complete satisfaction of the Director of Public Works of the City of Stockton. Total compensation for services and reimbursement for costs shall not exceed **\$139,195.00**, or as otherwise mutually agreed to in a Contract Change Order.

**3. INSURANCE.** CONTRACTOR shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this contract, the policies of insurance specified in **Exhibit B**, which is attached to this contract and incorporated by this reference, and as provided in the "contract documents" including Section 7-1.06 of the City of Stockton Standard Specifications and Plans as adopted on September 27, 2016, by Council Resolution No. 2016-09-27, effective September 27, 2016.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured.

Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.

The Additional Insured coverage under the CONTRACTOR's policy shall be "primary and non-contributory" and will not seek contribution from the City of Stockton's insurance or self-insurance and shall be at least as broad as ISO CG 20 01 04 13.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Stockton (if agreed to in a written contract or agreement) before the City of Stockton's own insurance or self-insurance shall be called upon to protect it as a named insured.

All self-insured retentions (SIR) must be disclosed to the CITY's Risk Management for approval and shall not reduce the limits of liability. Payment Bond in the amount of the self-insured retention (SIR) may be required.

Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the CITY.

The CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements.

Failure to exercise this right shall not constitute a waiver of right to exercise later.

CONTRACTOR shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by contractor.

CONTRACTOR agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by CONTRACTOR agree to be bound to CONTRACTOR and the CITY in the same manner and to the same extent as CONTRACTOR is bound to the CITY under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the CITY Contract Document Indemnity

Local Construction Contract - ST. FRANCIS ELECTRIC, LLC – OM-22-028. (Updated 12/31/20)

and Insurance provisions will be furnished to the Subcontractor upon request. The General CONTRACTOR shall require all sub-contractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and contractor will provide proof of compliance to the City.

**4. INDEMNITY AND HOLD HARMLESS.** With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor shall indemnify, protect, defend with counsel approved by City and at Contractor's sole cost and expense, and hold harmless City, its Mayor, Council, officials, representatives, agents, employees, and volunteers from and against any and all claims, causes of action, liabilities, judgments, awards, losses, liens, claims, stop notices, damages, expenses, and costs (including without limitation attorneys' fees, expert and consultant fees, and other expenses of litigation) of every nature, including, but not limited to, death or injury to persons, or damage to property, which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement, or from any violation of any federal, State, or municipal law or ordinance, or City Policy, by Contractor or Contractor's officers, agents, employees, volunteers or subcontractors. Contractor shall not be obligated to indemnify or defend City for claims finally determined by a court of law or arbitrator to arise from the active negligence or willful misconduct of the City. It is the intent of the Parties that this indemnity obligation is at least as broad as is permitted under California law. To the extent California Civil Code sections 2782, et seq., limit the defense or indemnity obligations of Contractor to City, the intent hereunder is to provide the maximum defense and indemnity obligations allowed by Contractor under the law. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

With exception that this section shall in no event be construed to require indemnification, including the duty to defend, by Contractor to a greater extent than permitted under the public policy of the State of California, the parties agree that Contractor's duty to defend City is immediate and arises upon the filing of any claim against the City for damages which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement by Contractor or Contractor's officers, agents, employees, volunteers or subcontractors. Contractor's duties and obligations to defend the City shall apply regardless of whether or not the issue of the City's liability, breach of this Agreement, or other obligation or fault has been determined. Contractor shall be immediately obligated to pay for City's defense costs of the claim, including, but not limited to, court costs, attorney's fees and costs, expert consultant and witness fees and costs, other witness fees, document reproduction costs, arbitration fees, and, if after final judgment an appeal is pursued, all of such costs for the appeal. At the conclusion of the claim, if there is any determination or finding of sole active negligence or willful misconduct on the part of the City, City will then reimburse Contractor for amounts paid in excess of Contractor's proportionate share of responsibility for the damages within 30 days after Contractor provides City with copies of all bills and expenses incurred in the defense of the claim(s). It is agreed between the

parties that this reimbursement provision assures Contractor is not obligated to defend or indemnify City in an amount greater than provided for under California law, including, without limitation, California Civil Code sections 2782, 2782.6, and 2782.8.

With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, and in addition to the other indemnity obligations in this Agreement, Contractor shall indemnify, defend, and hold harmless City, its Mayor, Council, officials, representatives, agents, employees, and volunteers from and against all claims, losses, expenses, and costs including, but not limited to, attorneys' fees, arising out of any claim brought against the City by an employee, office, agent, or volunteer of Contractor, regardless of whether such claim may be covered by any applicable workers compensation insurance. Contractor's indemnification obligation is not limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability acts, or other employee benefit acts.

The City's acceptance of the insurance certificates required under this Agreement does not relieve the CONTRACTOR from its obligation under this paragraph. The indemnification obligations of this section shall survive the termination of this agreement. Any exceptions to this language may result in a proposal being deemed non-responsive. CONTRACTOR/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement. If any section, subsection, sentence, clause, or phrase of this indemnification is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this indemnification.

**5. STANDARD PLANS AND SPECIFICATIONS.** The performance of said work and the furnishing of said materials shall be executed in accordance with Section 8-1.04B of the City of Stockton Standard Specifications and Plans as adopted on September 27, 2016, by Council Resolution No. 2016-09-27-1213, effective September 27, 2016, and the provisions of the issued project specifications.

The Director of Public Works will furnish CONTRACTOR a weekly statement showing the number of days charged to the contract for the preceding week, the number of days specified for completion of the contract, and the number of days remaining to complete the contract. CONTRACTOR will be allowed one (1) week in which to file a written protest setting forth in what respects said weekly statement is incorrect, otherwise, the statement shall be deemed to have been accepted by CONTRACTOR as correct.

**6. WORKING DAYS.** This work shall be diligently prosecuted to completion before the expiration of **40 WORKING DAYS** beginning on the tenth calendar day after the date shown on the Notice to Proceed. It is agreed by the parties to the contract that in case all the work called for under the contract in all parts and requirements, is not finished or completed within the number of days as set forth, damage will be sustained by the CITY, and that it is and will be impracticable and extremely difficult to ascertain the actual damage which CITY will sustain in the event of and by reason of such delay; and it is therefore agreed that CONTRACTOR will pay to CITY the sum of **FIVE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$5,200.00)** per day for each and every calendar days delay in finishing the work in excess of the number of days prescribed; and CONTRACTOR agrees to pay said liquidated damages as herein provided, and in case the same are not paid, agrees that CITY may deduct the amount thereof from any monies due or that may become due CONTRACTOR under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the number of days as specified, the CITY shall have the right to increase the number of days or not, as may seem best to serve the interest of CITY, and if the CITY decides to increase the said number of days, the CITY shall further have the right to charge to CONTRACTOR, CONTRACTOR's heirs, assigns or sureties, and to deduct from the final payment for the work, all or any part, as may be deemed proper, the liquidated damages as specified or the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extension, whichever is greater, except the cost of final surveys and preparation of final estimate shall not be included in such charges.

A working day shall not include, nor shall CONTRACTOR be assessed with liquidated damages nor the additional cost of engineering and inspection during any delay beyond the time named for the completion of the work caused by acts of God or of the public enemy, acts of CITY, fire, floods, epidemics, quarantine restrictions, strikes, and freight embargoes and subject to approval by the Director of Public Works, inability to get materials ordered by CONTRACTOR or subcontractor due to such causes provided that CONTRACTOR shall notify the Director of Public Works in writing of the causes of delay within five (5) working days from the beginning of any such delay, and the Director shall ascertain the facts and the extent of the delay, and Director's findings of the facts thereon shall be final and conclusive.

If CONTRACTOR is delayed by reason of alterations made in these specifications, or by any act of the Director of Public Works or of the CITY, not contemplated by the contract, the time of completion shall be extended proportionately and CONTRACTOR shall be relieved during the period of such extension of any claim for liquidated damages, engineering or inspection charges or other penalties. CONTRACTOR shall have no claim for any other compensation for any such delay.



**7. CONFORMANCE TO APPLICABLE LAWS.** Contractor shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Contractor shall not discriminate in the employment of persons or in the provision of services under this Contract on the basis of any legally protected classification, including race, color, national origin, ancestry, sex, or religion of such person.

a. TITLE VI

Title VI of the Civil Rights Act of 1964 requires that “no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” (42 USC Section 2000d)  
<http://www.dol.gov/oasam/regs/statutes/titlevi.htm>.

The City of Stockton requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

b. DISCRIMINATION AND HARASSMENT POLICY

The City of Stockton has a Discrimination and Harassment Policy **Exhibit C**. The purpose of this policy is to reaffirm the CITY’s commitment to demonstrating respect for all individuals by strictly prohibiting discrimination and harassment, including sexual harassment in the workplace, to define the types of behavior and conduct prohibited by this policy, and to set forth a procedure for reporting, investigating, and resolving complaints of discrimination and harassment in the workplace.

c. LABOR STANDARDS PROVISIONS/CALIFORNIA LABOR CODE

The bidder shall understand that conditions set forth in Chapter 1, Part 7, Division 2 of the California Labor Code shall be considered part of the contract agreement.  
[https://leginfo.legislature.ca.gov/faces/codes\\_displayText.xhtml?lawCode=LAB&division=2.&title=&part=7.&chapter=1.&article=2](https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=LAB&division=2.&title=&part=7.&chapter=1.&article=2).

d. PREVAILING WAGE

CONTRACTOR and any subcontractor shall pay each employee engaged in the trade or occupation not less than the prevailing hourly wage rate. In accordance with the provisions of Section 1770 of the Labor Code, the Director of Department of Industrial Relations of the State of California has determined the general prevailing wage and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs

authorized by Section 3093 and similar purposes applicable to the work to be done. CONTRACTOR performing the work under this contract shall obtain a copy of the wage rate determination and shall distribute copies to each subcontractor. As the wage determination for each craft reflects an expiration date, it shall be the prime CONTRACTOR and each subcontractor's responsibility to ensure that the prevailing wage rates of concern is current and paid to the employee.

i. The CONTRACTOR performing the work shall be responsible for obtaining a copy of the State wage rate determination. State wage rates may be obtained at <http://www.dir.ca.gov/OPRL/pwd/Determinations/Northern/Northern.pdf>.  
f. The CONTRACTOR shall be responsible for posting said wage rates at a prominent location at the worksite and shall maintain the same in a good readable condition for the duration of the work.

ii. Should the CONTRACTOR choose to work on a Saturday, Sunday or on a holiday recognized by the Labor Unions, the CONTRACTOR shall reimburse the CITY the actual cost of engineering, inspection, superintendence, and or other overhead expenses which are directly chargeable to the contract. Should such work be undertaken at the request of the CITY, reimbursement will not be required. To conform strictly with the provisions of Division 2, Part 7, Chapter 1, Article 2, of the Labor Code of the State of California. To forfeit as a penalty to CITY the sum of TWENTY-FIVE AND NO/100 DOLLARS (\$25.00) for each laborer, worker, or mechanic employed by CONTRACTOR, or by any subcontractor under CONTRACTOR, in the execution of this contract, for each calendar day during which any laborer, worker, or mechanic is required or permitted to work more than eight (8) hours and who is not paid the general prevailing rate of per diem wages for holiday and overtime work in violation of the provisions of Sections 1770 to 1781 of the Labor Code of the State of California. That all sums forfeited under the provisions of the foregoing sections shall be deducted from the payments to be made under the terms of this contract.

iii. The CONTRACTOR to whom the contract is awarded shall insure that the prime and each subcontractor will in accordance with Section 1776 of the Labor Code, maintain certified payroll records. A copy of said records shall be provided with each invoice to the Public Works Department, Attention Contract Compliance Officer. It shall be the CONTRACTOR'S responsibility to obtain copies of the current prevailing wage rate determination for all subcontractors. Additionally, certified payroll records must be uploaded to the DIR website as required by labor code.

iv. The CONTRACTOR shall comply with the provisions established in Section 1777.5 of the Labor Code concerning the 1) certified approval

by local joint apprenticeship committees for the employment and training of apprentices, and 2) contribution of funds to administer and conduct apprenticeship programs, if applicable to the job.

e. LOCAL EMPLOYMENT ORDINANCE

Pursuant to Stockton Municipal Code Section 3.68.095 the CONTRACTOR and all subcontractors shall make a good faith effort to employ at least 50 percent of the workforce on this project from local residents, as measured by total labor work hours. Failure of any CONTRACTOR or subcontractor to comply with these requirements shall be deemed a material breach of the contract or subcontract. CONTRACTORS and subcontractors shall maintain records necessary for monitoring their compliance with section 3.68.095.

CITY agrees:

**8. COMPENSATION.** To pay CONTRACTOR for the work herein contemplated in the following manner: Progress payments will be made on or about the first day of each calendar month, in such sum as shall make the aggregate of payment up to such day equal to ninety-five percent (95%) of the proportional contract price, upon the basis of the progress certificate of the Director of Public Works as to the amount of work done and the proportional amount of the contract price represented, therefore; and all of the remaining part of the contract price not as aforesaid paid, shall be paid at the expiration of thirty-five (35) days from the completion of said work of construction and the certification by the Director of Public Works of such completion.

**9. SECURITIES.** Pursuant to Section 22300 of the Public Contract Code, CONTRACTOR will be permitted, at its request and sole expense, to substitute securities for any monies withheld by the CITY to ensure performance under the contract. Said securities will be deposited either with the CITY or with a State or federally chartered bank as escrow agent. Securities eligible for this substitution are those listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit. CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

**10. CHANGE ORDERS.** CITY reserves the right to make such alterations, deviations, additions to or omissions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work, as may be deemed by the Engineer to be necessary or advisable and to require such extra work as may be determined by the Engineer to be required for the proper completion or construction of the whole work contemplated. Any such changes will be set forth in a contract change order which will specify, in addition to the work done in connection with the change made, adjustment of contract time, if any,

and the basis of compensation for such work. A contract change order will not become effective until approved by the City Manager and/or the City Council.

Processing of change orders shall be in accordance with Section 4-1.05A of the City of Stockton Standard Specifications and Plans as adopted by Council on September 27, 2016, by Resolution No. 2016-09-27-1213, effective September 27, 2016, or as otherwise amended by Council. When the compensation for an item of work is subject to adjustment under the provisions of Standard Specifications and Plans, Section 4-1.05A, CONTRACTOR shall, upon request, promptly furnish the Engineer with adequate detailed cost data for such item of work.

**11. AUDITS.** CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under the contract. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of the contract. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under the contract.

[illegible]

12. **WAIVER.** It is expressly understood and agreed by and between the parties hereto that a waiver of any of the conditions of this contract shall not be considered a waiver of any of the other conditions thereof.

It is further understood and agreed by and between the parties hereto that time is of the essence of this contract in all respects.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals the day and year first above written.

ATTEST:  
ELIZA R. GARZA  
CITY CLERK


CITY:

By: \_\_\_\_\_

By: \_\_\_\_\_  
HARRY BLACK  
CITY MANAGER

APPROVED AS TO FORM & CONTENT:  
LORI M. ASUNCION  
OFFICE OF THE CITY ATTORNEY

By: \_\_\_\_\_  
DEPUTY CITY ATTORNEY

By:  \_\_\_\_\_  
ST. FRANCIS ELECTRIC, LLC  
47-2615956  
\_\_\_\_\_  
Tax Identification No.



**PUBLIC WORKS DEPARTMENT**

**BID FORMS  
FOR**

**STREETLIGHT KNOCKDOWNS PHASE 6  
REPAIRS PROJECT**

**PROJECT NO. OM-22-028**

**DO NOT DETACH ANY OF THIS MATERIAL  
THIS CONSTITUTES YOUR BID PROPOSAL**

**SUBMIT ONE ORIGINAL OF THIS BID PROPOSAL**

**Job Walk: N/A**

**BID OPENING: March 31<sup>st</sup>, 2:00 pm, City Hall, Clerk's Office**

**BIDDER'S NAME: St. Francis Electric, LLC.**

**BID FOR PUBLIC WORK**

CITY OF STOCKTON

Stockton, CA March 31, 2022

TO THE HONORABLE CITY COUNCIL OF THE CITY OF STOCKTON:

Pursuant to your Notice Inviting Sealed Bids, I, we, or either of us:

Corporation

(State whether individual, firm, corporation, association, or co-partnership)

hereby offer (and hereby promise and agree in case this bid is accepted) to furnish all labor, material, equipment and supplies necessary to complete the work mentioned in said Notice Inviting Sealed Bids in strict accordance with the plans and specifications for said work to be done and labor, materials, and equipment and supplies to be furnished, which plans and specifications are on file in the office of the City Clerk of the City of Stockton and made part hereof by reference, the same as if herein fully set out, at the following rates and prices, to-wit:

STREETLIGHTS KNOCKDOWNS PHASE 6 REPAIR PROJECT  
PROJECT NO. OM-22-028BIDDING SCHEDULE

Each bidder shall bid each item, including all alternate bid(s). Failure to bid an item shall be just cause for considering the bid as non-responsive. Line item costs should include all Contractor's overhead and profit and indirect costs. Bids not presented on City forms shall be cause for considering the bid as non-responsive.

Item	Description	Unit	Quantity	Unit price	Total Price
1	Hammer Ln E/O Pershing Av (Type 15 foundation)	LS	1	\$9,300.00	\$9,300.00
2	French Camp/EWS Woods (1B Foundation)	LS	1	\$7,700.00	\$7,700.00
3	Airport Wy/Oak (1B foundation)	LS	1	\$9,365.00	\$9,365.00
4	Center St/Lafayette (Deco streetlight foundation)	LS	1	\$10,765.00	\$10,765.00
5	Baker St/Acacia St (Type 15 Foundation)	LS	1	\$11,195.00	\$11,195.00
6	7715 Peppertree (Type 15 foundation)	LS	1	\$11,370.00	\$11,370.00
7	1857 Rose St (Type 15 foundation)	LS	1	\$7,245.00	\$7,245.00
8	414 Leslie (Type 15 foundation)	LS	1	\$4,950.00	\$4,950.00
9	Pock St/6th St (Type 15 foundation)	LS	1	\$8,330.00	\$8,330.00
10	El Dorado St/Fremont St (Deco streetlight foundation)	LS	1	\$12,115.00	\$12,115.00
11	Lafayette/San Joaquin St (Mast arm foundation)	LS	1	\$38,000.00	\$38,000.00
12	2824 Pixie Dr (Type 15 foundation)	LS	1	\$8,860.00	\$8,860.00

TOTAL BID \$139,195.00BIDDER'S NAME St. Francis Electric, LLC.



**BIDDER CERTIFICATION**

The undersigned agrees that if this bid is accepted, he/she will contract with the City of Stockton in the form of contract attached hereto to perform all of the work in accordance with the contract and the drawings, specifications, and other documents incorporated therein; that he/she will take in full payment therefor, and for all other obligations assumed under the contract, the prices set forth in the following bid schedule except as otherwise provided in the specifications; and that he/she will execute such contract and furnish the required contract bonds in the manner and within the time provided in the bidding requirements and conditions. The undersigned further agrees that he/she has carefully examined the site of the work and the bid documents and any addenda thereto, and is fully informed of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work; that the only parties interested in this bid as principals are those named herein and that this bid is made without collusion with any other party; and that this bid is submitted in all respects in accordance with the bidding requirements and conditions and all other requirements of the bid documents.

A BID GUARANTY ACCOMPANIES THIS BID IN THE FORM OF: (Check one of the following)

- ☐ Cash, or  
☐ Cashier's check, or  
☐ Certified check payable to City of Stockton, or  
☒ Bidder's bond in favor of the City.

For any amount not less than ten percent (10%) of the aggregate of the bid.

ALSO ACCOMPANYING THIS BID ARE THE FOLLOWING ATTACHMENTS, PROPERLY EXECUTED AND SIGNED:

- |                              |   |
|------------------------------|---|
| 1. List of Subcontractors    | 4. Title VI Self-Certification                |
| 2. Non-Collusion Declaration | 5. Local Employment Ordinance Acknowledgement |
| 3. DIR Self-Certification    | 6. Local Business Preference Acknowledgement  |

**THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS**

St. Francis Electric, LLC.	510-639-0639	47-2615956
Name of Firm	Phone	Tax I.D. No.
975 Carden Street	San Leandro CA	94577
Address	City	State
1003811 A & C10		05/31/2023
Contractor Lic. No. & Classification		Expiration Date

**NOTE** - State law requires bidders on public agency contracts to include on their bid: (1) their State contractors license number, (2) the license expiration date, and (3) a statement that the representations made therein are made under penalty of perjury. The law further states that "Any bid not containing this information, or bid containing information which is substantially proven false shall be considered non-responsive and shall be rejected by the public agency."

**THE REPRESENTATIONS MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY**

	BIDDER SIGN
Signature	← HERE Vice President
	Title

**LIST OF SUBCONTRACTORS**

GENERAL CONTRACTOR: St. Francis Electric, LLC.


PROJECT: OM-22-028 Streetlight Knockdowns Phase 6 Repair Project

PLEASE LIST BELOW ALL SUBCONTRACTORS CONTRIBUTING TO THIS WORK

Each bidder shall give the name, business address, license number, description of the work, and the dollar amount to be PAID the subcontractor, for each subcontractor that will be used on the project, if the Bidder is awarded the contract. Only subcontractors with work in excess of one-half of one percent (0.5%) or \$10,000 (whichever is greater) of the Bidder's total bid need to be listed. All work in excess of one-half of one percent (0.5%) or \$10,000 (whichever is greater) of the Bidder's total bid, for which a subcontractor is not listed on this form, shall be performed by the Bidder's own organization. Additional numbered pages listing proposed subcontractors may be attached to this page. Each page shall be headed "Proposed Subcontractors" and shall be signed by the Bidder.

**PRINT LEGIBLY OR TYPE**

BUSINESS NAME/ADDRESS	LICENSE NUMBER & LICENSE CLASSIFICATION	DEPT. OF INDUSTRIAL RELATIONS REGISTRATION NUMBER	TYPE OF WORK	AMOUNT
NA - No subs used.				

  
 (SIGNATURE OF BIDDER)
 ←
BIDDER SIGN  
HERE

NON-COLLUSION DECLARATION  
(Title 23 United States Code Section 112 and Public  
Contract Code Section 7106)

To the CITY of STOCKTON DEPARTMENT OF PUBLIC WORKS.

The undersigned declares:

I am the Vice President, of St. Francis Electric, LLC, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 03/31/2022 at San Leandro (city), California (state).

  
\_\_\_\_\_  
(Signature)



**DEPARTMENT OF INDUSTRIAL RELATIONS  
LABOR COMPLIANCE  
SELF-CERTIFICATION**

We, the undersigned, self-certify that we will comply with all California Department of Industrial Relations (DIR) laws, rules and regulations that apply to Public Work as defined in Labor Code Section 1720(a)(1), as well as Senate Bill 854 (2014), and all other related statutes.

In addition, we acknowledge that to be eligible to bid on City of Stockton Public Works projects, we and all subcontractors under us are registered, and will remain registered with the DIR until project completion; otherwise, we will be disqualified from consideration as a bidder for the subject project.

CONTRACTOR: St. Francis Electric, LLC.

BY: Guy Smith x 


TITLE: Vice President

DATE: March 31, 2022

## TITLE VI VIOLATION SELF-CERTIFICATION

We, the undersigned, self-certify that pursuant to Federal Code of Regulations (CFR), 23 CFR 200.9, 633 and 49 CFR 21.7, we do not have any unresolved violations under Title VI of the Civil Rights Act of 1964 and related statutes, including Americans with Disabilities Act (ADA). In addition, we acknowledge that an unresolved Title VI violation will disqualify us for consideration as a bidder for the subject project.

CONTRACTOR: St. Francis Electric, LLC.

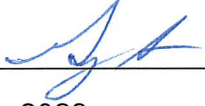
BY: Guy Smith    x 

Vice President  
TITLE

DATE: March 31, 2022


## LOCAL EMPLOYMENT ORDINANCE

This contract is subject to the requirements of the City of Stockton's Local Employment Ordinance. By my signature below, I certify that I have read and understood the Local Employment Ordinance of the City of Stockton, and agree to abide by its provisions. If selected to perform this contract, I specifically agree to report data on the actual number of Stockton residents employed, and understand that data will be subject to verification by an independent auditor.

Signature of Bidder  \_\_\_\_\_  
Date Signed March 31, 2022

## LOCAL BUSINESS PREFERENCE ORDINANCE

The City of Stockton's Local Business Preference Ordinance applies to this project. By my signature below, I certify that I have read and understood the Local Business Preference Ordinance of the City of Stockton, and agree to abide by its provisions.

Signature of Bidder \_\_\_\_\_ 

Date Signed \_\_\_\_\_ March 31, 2022 \_\_\_\_\_



## BID BOND

- ☒ Everest Reinsurance Company  
☐ Everest National Insurance Company

Everest National Insurance Company  
461 5<sup>th</sup> Avenue – 4<sup>th</sup> Floor  
New York, N.Y. 10017

**KNOW ALL MEN BY THESE PRESENTS:** That we ST. FRANCIS ELECTRIC, LLC (hereinafter called the Principal), and Everest Reinsurance Company, a corporation duly organized and existing under the laws of the State of Delaware, (hereinafter called the Surety), are held and firmly bound unto CITY OF STOCKTON (hereinafter called the Obligor) in the sum of TEN PERCENT OF TOTAL AMOUNT BID Dollars (\$ 10%) , lawful money of the United States of America, for the payment of which, well and truly be made, we, the said Principal and the said Surety, bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**Whereas,** the Principal has submitted a bid for STREETLIGHT KNOCKDOWNS PHASE 6 REPAIR PROJECTS.

**Now, Therefore,** If the Obligor shall accept the bid of the Principal within the period specified therein, or if no period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation is to be void; otherwise the Principal and Surety will pay unto the Obligor the difference in money between the amount of the bid of said Principal and the amount for which the Obligor legally contracts with another party to perform the work if the latter amount be in excess of the former, but in event shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered this 25TH day of MARCH, 2022.

ST. FRANCIS ELECTRIC, LLC

(Principal)

(Seal)

By ANDY AMDOR, VICE PRESIDENT

(Witness)

Everest Reinsurance Company

(Surety)

(Seal)

By ROBERT W. BABCOCK, Attorney-in-Fact

(Witness)





**EVEREST.**

**POWER OF ATTORNEY  
EVEREST REINSURANCE COMPANY  
DELAWARE**

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 477 Martinsville Road, Liberty Corner, New Jersey 07938, do hereby nominate, constitute, and appoint:

**Robert W. Babcock, Keli Wheatley, Sheri Cooper**

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed

UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on the 28th day of July 2016:

**RESOLVED**, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

**RESOLVED, FURTHER**, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

**RESOLVED, FURTHER**, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

**IN WITNESS WHEREOF**, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016.



Everest Reinsurance Company

Attest: Nicole Chase, Assistant Secretary

By: Anthony Romano, Vice President

On this 28th day of July 2016, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

**LINDA ROBINS**  
Notary Public, State of New York  
No 01R06239736  
Qualified in Queens County  
Term Expires April 25, 2023

Linda Robins, Notary Public

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of said Company, at the Liberty Corner, this 25TH day of MARCH, 2022.

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of ALAMEDA

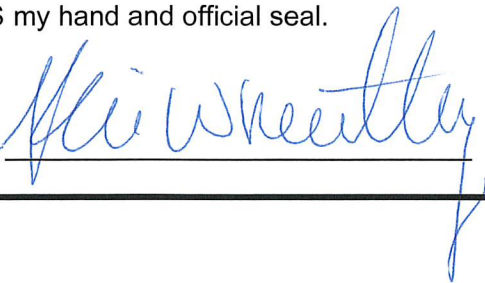
On MARCH 25, 2022 before me, KELI WHEATLEY, NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared ROBERT W. BABCOCK,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

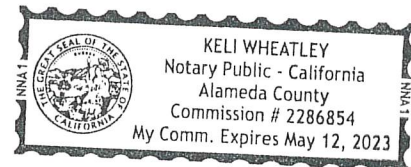
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Alameda )

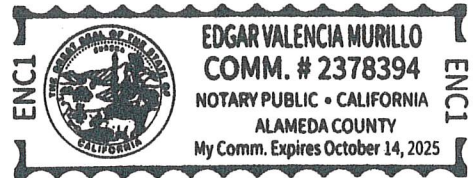
On March 28, 2022 before me, Edgar Valencia Murillo, Notary Public  
(insert name and title of the officer)

personally appeared Andrew Amador, Vice President,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



## Contractor Information

Legal Entity Name  
ST FRANCIS ELECTRIC LLC  
Legal Entity Type  
LLC  
Status  
Active  
Registration Number  
1000022208  
Registration effective date  
7/1/2021  
Registration expiration date  
6/30/2023  
Mailing Address  
PO BOX 2057 SAN LEANDRO 94577 CA United States of America  
Physical Address  
975 CARDEN ST SAN LEANDRO 94577 CA United States of America  
Email Address  
Trade Name/DBA  
License Number(s)  
CSLB:1003811  
CSLB:1003811

## Registration History

Effective Date	Expiration Date
6/20/2018	6/30/2019
5/12/2017	6/30/2018
6/13/2016	6/30/2017
7/1/2015	6/30/2016
5/20/2015	6/30/2015
7/1/2019	6/30/2020
7/1/2020	6/30/2021
7/1/2021	6/30/2023

## Legal Entity Information

Agent of Service Name: STEPHEN WILSON  
Agent of Service Mailing Address: 475 SANSOME ST SAN FRANCISCO 94111 CA United States of America

Agent of Service Name: STEPHEN WILSON  
Agent of Service Mailing Address: 475 SANSOME ST SAN FRANCISCO 94111 CA United States of America

Agent of Service Name: STEPHEN WILSON  
Agent of Service Mailing Address: 475 SANSOME ST SAN FRANCISCO 94111 CA United States of America

Corporation Number: result[iCtr].License\_RegistrationRoot.Registration\_Accounts\_\_[regAccts].Corp\_or\_LLC\_ID\_\_c  
Federal Employment Identification Number:  
Member Name(s):

Corporation Number: result[iCtr].License\_RegistrationRoot.Registration\_Accounts\_\_[regAccts].Corp\_or\_LLC\_ID\_\_c  
Federal Employment Identification Number:  
Member Name(s):

Corporation Number: result[iCtr].License\_RegistrationRoot.Registration\_Accounts\_\_[regAccts].Corp\_or\_LLC\_ID\_\_c  
Federal Employment Identification Number:  
Member Name(s):

## Workers Compensation

Do you lease employees through Professional Employer Organization (PEO)? No

Please provide your current workers compensation insurance information below:

PEO InformationName	PEO Phone	PEO Email

Insured by Carrier  
Policy Holder Name: ST FRANCIS ELECTRIC LLC  
Insurance Carrier: NATION UNION FIRE INS CO OF PITTS  
Policy Number: WC 022298334  
Inception date: 8/1/2016  
Expiration Date: 4/1/2022

**NOTE:** The City of Stockton is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s). Please see attached flyer regarding PINS Advantage.

### **Exhibit B:** **Insurance Requirements**

Contractor shall procure and maintain for the duration of the contract, *and for five (5) years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees, or subcontractors. In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, the City, at its sole discretion, may purchase the coverage required and the cost will be paid by the contractor.

#### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **\$2,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Surety Bonds** as described below.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater. No

representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

### **Limits of Insurance**

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

### ***Other Insurance Provisions***

The insurance policies are to contain, or be endorsed to contain, the following provisions:

### ***Additional Insured Status***

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

### ***Primary Coverage***

The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

### ***Claims Made Policies – (Note – applicable only to professional and/or pollution liability)***

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City of Stockton for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

### ***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

### ***Waiver of Subrogation***

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Stockton for all work performed by the Contractor, its employees, agents and subcontractors.

### ***Self-Insured Retentions***

All Self-insured retentions must be disclosed to Risk Management for approval and shall not reduce the limits of liability. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

***Verification of Coverage***

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Contractor shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its declarations page(s) and endorsement page(s) for each of the required policies.

***Subcontractors***

Contractors shall require and verify that all subcontractors, or other parties hired for this work, purchase and maintain coverage for indemnity and insurance requirements as least as broad as specified in this agreement to the extent they apply to the scope of the subcontractor's work with the same certificate of insurance requirements and naming as additional insureds all parties to this contract. Contractor shall include the following language in their agreement with Subcontractors: Subcontractors hired by Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under the contract documents and provide a valid certificate of insurance and the required endorsements included in the agreement as proof of compliance prior to commencement of any work and to include this same requirement for any subcontractors they hire for this work. A copy of the owner contract document indemnity and insurance provisions will be furnished to the subcontractor upon request. Contractor shall provide proof of such compliance and verification to the City upon request.

***Surety Bonds***

Contractor shall provide the following Surety Bonds:

1. Bid bond



2. Performance bond
3. Payment bond (or Labor and Material bond)
4. Maintenance bond

The Payment Bond and the Performance Bond shall be in a sum equal to one hundred percent (100%) of the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

### ***Special Risks or Circumstances***

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

### ***Certificate Holder Address***

Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton  
Attn: City Risk Services  
400 E Main Street, 3rd Floor – HR  
Stockton, CA 95202

CITY OF STOCKTON, CALIFORNIA  
CITY MANAGER ADMINISTRATIVE DIRECTIVE

Subject:  <b>DISCRIMINATION AND HARASSMENT POLICY</b>	Directive No. <b>HR-15</b>	Page No. <b>1 of 14</b>
	Effective Date:  <b>5/1/2015</b>	Revised From: <b>7/27/09</b> <b>4/6/09</b> <b>3/1/2010</b> <b>(see below)</b>

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98  
 PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

**I. PURPOSE**

The purpose of this policy is to reaffirm the City's commitment to demonstrating respect for all individuals by strictly prohibiting discrimination and harassment, including sexual harassment in the workplace. This policy defines prohibited behavior and conduct, and sets forth a procedure for reporting, investigating and resolving complaints of discrimination, harassment, in the workplace, including retaliation and hostile work environment.

**II. POLICY**

- A. The City of Stockton prohibits any form of discrimination and/or harassment of any person based on race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute consistent with state or federal law. All such discrimination and harassment is unlawful and shall not be tolerated. In addition, under the federal Affordable Care Act (ACA), the City of Stockton prohibits discrimination and/or harassment, or retaliation against an employee who obtains coverage, receives a tax credit or subsidy through the Health Care "Market Place" or "Exchange."
- B. It is an unlawful employment practice to discriminate against or to harass an unpaid intern or volunteer on the basis of any legally protected classification unless an exception applies, such as a bona fide occupational qualification.
- C. The City will neither tolerate nor condone discrimination and/or harassment of employees by managers, supervisors, co-workers, or non-employees with whom City employees have a business service, or professional relationship.
- D. All City employees and non-employees share a responsibility to assist in

CITY OF STOCKTON, CALIFORNIA  
CITY MANAGER ADMINISTRATIVE DIRECTIVE

<b>Subject:</b>  <b>DISCRIMINATION AND HARASSMENT POLICY</b>	<b>Directive No. HR-15</b>	<b>Page No. 2 of 14</b>
	<b>Effective Date:</b>  <b>5/1/2015</b>	<b>Revised From:</b> <b>7/27/09</b> <b>4/6/09</b> <b>3/1/2010</b> <b>(see below)</b>

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98  
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

maintaining an employment environment free of discrimination and harassment. This policy applies to all aspects of City employment, including, but not limited to, hiring, reassignment, placement, promotion, employment action, disciplinary action, layoff, reemployment, transfer, leave of absence, compensation and benefits, training; or other terms of treatment of that person in an unpaid internship, or another limited duration program to provide unpaid work experience for that person, or the harassment of an unpaid intern or volunteer.

- E. All allegations of discrimination and/or harassment shall be investigated immediately by the City, in accordance with this policy. If it is determined that any prohibited activity has occurred, remedial action shall be taken. Such action may include discipline up to and including discharge. In addition, under applicable law, individual supervisors and employees may be subject to personal liability and/or punitive damages in any litigation arising as a result of such conduct.
- F. All new hires shall attend harassment awareness training, and supervisors and managers shall attend harassment awareness and prevention training for supervisors every two years.
- G. The City of Stockton prohibits retaliation against any employee or non-employee by another employee, non-employee, supervisor, or manager for reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding, or hearing conducted by the employer or a federal or state enforcement agency.
- H. This policy applies to all officials, employees, volunteers, unpaid interns, agents, or contractors of the City.
- I. This policy shall be administered by the Director of Human Resources.

CITY OF STOCKTON, CALIFORNIA  
CITY MANAGER ADMINISTRATIVE DIRECTIVE

Subject:  <b>DISCRIMINATION AND HARASSMENT POLICY</b>	Directive No. <b>HR-15</b>	Page No. <b>3 of 14</b>
	Effective Date:  <b>5/1/2015</b>	Revised From: <b>7/27/09</b> <b>4/6/09</b> <b>3/1/2010</b> <b>(see below)</b>

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98  
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

**III. DEFINITION AND EXAMPLES OF DISCRIMINATION AND HARASSMENT**

- A. "Discrimination," as used in this policy, is any action, behavior, practice, or process that is intended to deny, or results in the denial of, employment rights, privileges, or benefits because of a person's race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other prohibition identified under state and federal law. The following are examples of conduct that may constitute discrimination:
1. Soliciting applications from a source where all or most of potential workers are of the same race or color.
  2. Considering a person's gender as the basis for differences in pay, work assignments, performance evaluations, training, discipline, or any other area of employment; and
  3. Questioning a job applicant about the existence, nature and severity of a disability.
- B. "Harassment," as used in this policy, consists of any conduct affecting another person because of his or her race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute identified under state and federal law when such conduct has the purpose or the effect of: (1) creating an intimidating, hostile or offensive work environment; (2) unreasonably interfering with the employee's or non-employee's work performance; or (3)

CITY OF STOCKTON, CALIFORNIA  
CITY MANAGER ADMINISTRATIVE DIRECTIVE

<b>Subject:</b>  <b>DISCRIMINATION AND HARASSMENT POLICY</b>	<b>Directive No. HR-15</b>	<b>Page No. 4 of 14</b>
	<b>Effective Date:</b>  <b>5/1/2015</b>	<b>Revised From:</b> <b>7/27/09</b> <b>4/6/09</b> <b>3/1/2010</b> <b>(see below)</b>

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98  
 PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

otherwise adversely affecting an employee's or non-employee's employment opportunities.

Harassment may take many forms, including, but not limited to, the following examples:

1. Verbal Harassment: Epithets, derogatory and offensive comments or slurs based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
  2. Physical Harassment: Assault, impeding or blocking movement that results in the physical interference with normal work or movement on the basis of race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
  3. Visual Harassment: The displaying of posters, photography, notices, bulletins, e-mails, cartoons or drawings with derogatory and offensive content based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
- C. "Sexual harassment," as used in this policy, is a subcategory of harassment, and is specifically defined by law as unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:
1. Submission to such conduct is made a term or condition of employment; or
  2. Submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or

CITY OF STOCKTON, CALIFORNIA  
CITY MANAGER ADMINISTRATIVE DIRECTIVE

<b>Subject:</b>  <b>DISCRIMINATION AND HARASSMENT POLICY</b>	<b>Directive No. HR-15</b>	<b>Page No. 5 of 14</b>
	<b>Effective Date:</b>  <b>5/1/2015</b>	<b>Revised From:</b> <b>7/27/09</b> <b>4/6/09</b> <b>3/1/2010</b> <b>(see below)</b>

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98  
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3. Such conduct has the purpose or effect of unreasonably interfering with an employee's or non-employee's work performance or creating an intimidating, hostile or offensive working environment because of the persistent, severe or pervasive nature of the conduct.

Examples of Sexual Harassment include, but are not limited to the following:

- a. Unwelcome sexual overtures or propositions.
- b. Offering employment benefits or status in exchange for sexual favors.
- c. Making or threatening retaliation after a negative response to sexual advances.
- d. Visual conduct such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons, calendars or posters.
- e. Verbal conduct such as using epithets or slurs, telling sexually explicit jokes, or making derogatory or suggestive comments about a person's body or dress.
- f. Written communications of a sexual nature distributed in hard copy, soft copy or via a computer network.
- g. Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations.
- h. Physical conduct such as touching, assaulting, impeding or blocking movements.

CITY OF STOCKTON, CALIFORNIA  
CITY MANAGER ADMINISTRATIVE DIRECTIVE

Subject:  <b>DISCRIMINATION AND HARASSMENT POLICY</b>	Directive No. <b>HR-15</b>	Page No. <b>6 of 14</b>
	Effective Date:  <b>5/1/2015</b>	Revised From: <b>7/27/09</b> <b>4/6/09</b> <b>3/1/2010</b> <b>(see below)</b>

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- i. Retaliation for making harassment reports or threatening to report harassment.

D. Affordable Care Act (ACA) Anti-Retaliation

Pursuant to section §1558 of the Affordable Care Act, the City prohibits discrimination or retaliation towards any employee who:

1. Receives a health insurance tax credit or subsidy through the Health Care "Marketplace" or "Exchange", by which can trigger a penalty payable by the employer;
2. Reports potential violations of protections afforded under Title I of the Act, which provides guaranteed availability protections among other things;
3. Testifies in a proceeding concerning such violation;
4. Assists or participates in a proceeding concerning a violation; or
5. Objects to, or refuses to participate in, any activity, policy, practice, or assigned task that the employee reasonably believes to be in violation of any provision of the Title I of the Act.

An employee who believes that he or she has been discharged or otherwise discriminated against in violation of section §1558 of the Affordable Care Act may seek relief in accordance with the procedures, notifications, burdens of proof, remedies, and statutes of limitation set forth in section 2087(b) of title 15, United States Code.

#### IV. REPORTING AND COMPLAINT PROCEDURES

A. Immediate Action Required

The City's reporting and complaint procedures provide for an immediate, thorough and objective investigation of discrimination or harassment claims, appropriate disciplinary action taken against any person found to have engaged in prohibited behavior, and appropriate alternative remedies to any



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employee or non-employee subject to discrimination or harassment. To accomplish this, such incidents must be reported immediately to a supervisor or manager.

1. Employee's and Non-Employee's Responsibilities when Subjected to Discrimination and/or Harassment
  - a. Employees or non-employees who believe they have been subjected to discrimination or harassment, or are aware of discrimination or harassment against others, shall report the situation immediately to his/her supervisor or manager, except as specified in subsection (b), below. Employees and non-employees shall report any such incidents occurring in the workplace, whether committed by coworkers, supervisors or managers, or third persons doing business with the City, such as customers or vendors, or other non-employees. If comfortable doing so, an employee or non-employee who has a complaint of discrimination or harassment is encouraged to directly inform the person(s) engaging in the behavior that such conduct is offensive and insist the behavior to stop.
  - b. Employees and non-employees must immediately contact a supervisor or manager to register a complaint of discrimination or harassment, unless that supervisor or manager is the individual engaging in the unwanted behavior. In that case, the employee or non-employee may contact someone at the next supervisory level. If the employee or non-employee feels uncomfortable dealing directly with his or her immediate supervisor or manager, he or she may contact the department head, or the Director of Human Resources (or either of their designees) to register a complaint of discrimination or harassment.
  - c. Employees and non-employees may file a formal complaint of harassment or discrimination with their department head or



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with Human Resources. To assist the City in conducting a thorough investigation, complaints shall be submitted in writing and shall include specific details of the incident(s), the names of the individuals involved, the names of any witnesses, and any documentary evidence (notes, pictures, cartoons, etc.) that will corroborate the allegations.

- d. Employees and non-employees shall immediately report any retaliation to a supervisor, manager, department head or Director of Human Resources (or designee). All retaliation complaints shall be immediately, objectively and thoroughly investigated in accordance with the investigation procedures. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including discharge shall be taken.

2. Supervisor's or Manager's Responsibilities to Eliminate Discrimination and/or Harassment

- a. A supervisor or manager is responsible for enforcing the City's discrimination and harassment policy. Supervisors or managers must ensure that all employees and non-employees are aware of the City's policy through open discussion of the policy at staff meetings and by posting the policy in a conspicuous location accessible to all staff members.
- b. A supervisor or manager shall be cognizant of employees' and non-employees' behavior and shall not permit any employee or non-employee under their supervision to be subjected to or engage in any conduct prohibited by this policy.
- c. A supervisor or manager who observes conduct prohibited by this policy shall immediately direct the employee or non-employee to cease the conduct.

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- d. A supervisor or manager who receives a complaint of prohibited conduct is required to take the complaint seriously, and report the matter immediately to the department head; be supportive of the complainant; ensure there is no retaliation against the complainant; conduct an internal fact-finding review into the allegations; obtain as much detailed information as possible; thoroughly document the findings; communicate in written form to the parties the resolution of the complaint; and report to and consult with the Human Resources Department promptly, without delay.
- B. Confidentiality. The City will make every effort to protect the privacy and confidentiality of all parties involved, as well as any information and/or documentation obtained, to the extent possible consistent with a thorough investigation.
- C. Penalty for Non-Compliance. The City shall take disciplinary action, up to and including discharge, against any supervisor or manager who fails in his/her responsibility to take immediate action in response to an employee's or non-employee's complaint of discrimination or harassment. Further, such disciplinary action shall be taken against a supervisor or manager who fails to stop discriminatory or harassing conduct committed in his/her presence or to stop such conduct about which the supervisor or manager has knowledge.

V. INVESTIGATION PROCEDURESA. Determination of Responsibility for Investigation

If a formal complaint is filed with the department head or the Director of Human Resources (or either of their designees), the department head and the Director of Human Resources shall consult with one another to determine whether the department or Human Resources shall conduct the fact-finding investigation into the allegations. Either the department head or the Director of Human Resources (or either of their designees), depending on who is

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responsible for the investigation, shall issue written notification to the complainant and alleged harasser(s). The notification shall specify the nature of the complaint, and inform the parties that an investigation into the allegations of discrimination and/or harassment shall be conducted.

**B. Investigative Guidelines**

The investigation shall include the following steps taken in the order best suited to the circumstances:

1. Identify and preserve the evidence.
2. Confirm the name and position of the complainant. Interview the complainant.
3. Allow the complainant the opportunity to place the complaint in writing.
4. Obtain the identity of the alleged harasser(s).
5. Obtain as many details as possible regarding the incident(s) that prompted the complaint, including the number of occurrences, dates, times, locations, and witnesses (if applicable).
6. Ascertain how the complainant felt about the alleged incident when it occurred; complainant's response(s) to the alleged behavior; and witness statements (if applicable).
7. Ascertain if any threats or promises were made in connection with the alleged harassment.
8. Ascertain if the complainant knows of or suspects that there are other victims of harassment by the same person(s).
9. Ascertain whether the complainant has spoken to anyone, especially

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supervisors, about the harassment.

10. Ascertain what resolution would be acceptable to the complainant.
11. Interview the alleged harasser to get his or her side of the story, including any possible motivation for a false allegation.
12. Interview witnesses who were identified by the complainant regarding the alleged harasser or other persons identified during the investigation.
13. Interview witnesses who were identified by the alleged harasser or other persons identified during the investigation.
14. Advise all participants that the investigation is "confidential" and not to engage in any retaliatory conduct, as such conduct is subject to disciplinary action up to and including discharge. Confidentiality will be maintained to the extent possible. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a supervisor or the Director of Human Resources. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction.
15. Conduct follow-up interviews, if warranted.
16. Prepare report of findings and discuss with management and designated legal staff.

## VI. RESPONDING TO THE COMPLAINT

- A. Following the completion of the fact-finding investigation, either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation, shall

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make a report of findings, along with a recommendation regarding the appropriate remedial action to be taken, if warranted. The recommendation shall be made after reviewing the findings of the investigation, giving consideration to all factual information, the nature of the alleged conduct, and the totality of the circumstances. If the investigation was conducted by the Director of Human Resources, or designee, the Director, or designee, shall confer with the affected department head and both shall concur on the remedial action to be taken, if any. If the investigation was conducted by the department head, the department head shall confer with the Director of Human Resources prior to making the report of findings and both shall concur on the remedial action to be taken, if any.

- B. If either the department head or the Director of Human Resources does not concur with the findings and recommendation of the other, the City Attorney (or designee) shall review and resolve the matter in dispute.
- C. Report of findings and recommendation shall be treated as a confidential document and no other distribution shall be made without first consulting with the City Attorney's Office. A completed investigation report will not be disclosed, except as it is deemed necessary to support a disciplinary action, to take remedial action, to defend the City in adversarial proceedings, or to comply with the law or court order.
- D. Either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation shall provide a written response to the complainant and the person alleged to have committed the misconduct, discrimination and/or harassment. The response shall include a copy of the City's discrimination and harassment policy and a memorandum indicating the City's determination as to whether the complaint is:
  - 1. Unsustained: The investigation failed to disclose sufficient evidence to substantiate the allegation(s).
  - 2. Unfounded: The investigation proved that the act(s) or omission(s)

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complained of did not occur. The finding also applies when the individual employee(s) named in the complaint were not involved in the act(s) or omission(s) alleged.

3. Sustained: The investigation disclosed sufficient evidence to substantiate the allegation(s) made in the complaint; appropriate action will be taken.

- E. Details regarding any specific fact-findings or disciplinary action to be taken will not be communicated to the complainant. The City Attorney shall review the response for legal sufficiency before dissemination.
- F. The City shall close and retain the investigation file, in accordance with applicable laws, regulations, and City policy regarding retention of City records.

## VII. DISCIPLINE

Disciplinary action imposed as a result of any investigation conducted pursuant to this policy shall be commensurate with the severity of the offense, up to and including discharge, even for a first offense.

## VIII. ALTERNATIVE REMEDIES

If upon exhausting all internal remedies to file, investigate, and respond to a charges of discrimination/harassment, pursuant to title VII of the Federal Civil Rights Act of 1964 (42 U.S.C §§ 2000e *et seq.*), any person has a right to file a charge of discrimination/harassment with the Equal Employment Opportunity Commission ("EEOC"). In addition, pursuant to the California Fair Employment and Housing Act (Gov. Code §§ 12900 – 12996.) a person may also file a complaint of discrimination/harassment with the California Department of Fair Employment and Housing ("DFEH"). Employees or non-employees who believe that they have been subjected to discrimination/harassment may file a complaint with either of these

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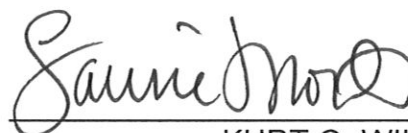
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agencies. Both the EEOC and DFEH serve as neutral fact-finders and attempt to assist parties in resolving disputes voluntarily.

**IX. COMMUNICATION OF POLICY**

This policy shall be provided to all managers, supervisors, employees, volunteers, unpaid interns, agents or contractors of the City and shall be posted in the appropriate places. All employees shall participate in City approved harassment awareness training as directed by management or Human Resources; and all supervisors, as required by law, shall participate in City approved interactive harassment awareness training and education sessions at least once every two years, or as otherwise specified by law.

APPROVED:



KURT O. WILSON  
CITY MANAGER

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**BOND FOR FAITHFUL PERFORMANCE**

KNOW ALL MEN BY THESE PRESENTS:

That we, ST. FRANCIS ELECTRIC, LLC.,  
a **STATE OF CALIFORNIA CORPORATION**, as Principal and \_\_\_\_\_,  
\_\_\_\_\_, a corporation, organized and existing  
under the laws of the State of \_\_\_\_\_ and duly authorized to transact  
business under the laws of the State of California, as Surety, are held and firmly bound  
unto the City of Stockton, a municipal corporation, duly created and existing under and  
by virtue of the laws of the State of California, as obligee, in the just and full sum of ONE  
HUNDRED THIRTY-NINE THOUSAND ONE HUNDRED NINETY-FIVE DOLLARS AND  
00/100 DOLLARS (\$139,195.00), in lawful money of the United States of America (being  
100% of the contract price) for the payment whereof well and truly to be made to the said  
CITY, the said Principal and Surety bind themselves, their successors and assigns, jointly  
and severally, firmly by these presents.

The condition of the foregoing obligation is such that the above-bounded Principal  
has simultaneously entered into a contract with the CITY, to do and perform the following  
work, to wit:

**STREETLIGHT KNOCKDOWNS PHASE 6 REPAIR  
(PROJECT NO. OM-22-028)**

NOW, THEREFORE, if the above-bounded Principal, CONTRACTOR, Company  
or  
Corporation or its subcontractor, shall well and truly perform the work contracted to be  
done under said contract, then this obligation to be null and void; otherwise to remain in  
full force and effect.

No prepayment or delay in payment and no change, extension, addition or  
alteration of any provision of said contract, or in said plans or specifications agreed to  
between the said CONTRACTOR and the said CITY, and no forbearance on the part of  
the said CITY shall operate to relieve any Surety or Sureties from liability on this bond,



and consent by said Surety is hereby given, and the said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED on \_\_\_\_\_

APPROVED AS TO SURETY:

By: \_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_

\_\_\_\_\_  
SURETY

APPROVED AS TO FORM & CONTENT:  
LORI M. ASUNCION  
OFFICE OF THE CITY ATTORNEY

By: \_\_\_\_\_  
ATTORNEY-IN-FACT

By: \_\_\_\_\_  
DEPUTY CITY ATTORNEY

## BOND FOR LABOR AND MATERIAL

KNOW ALL MEN BY THESE PRESENTS:

That we, **ST. FRANCIS ELECTRIC, LLC.**, a **STATE OF CALIFORNIA CORPORATION**, as Principal and \_\_\_\_\_, \_\_\_\_\_ corporation, organized and existing under the laws of the State of \_\_\_\_\_ and \_\_\_\_\_ duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Stockton, a municipal corporation, duly created and existing under and by virtue of the laws of the State of California, and unto any and all material suppliers, persons, companies, or corporations furnishing materials, provisions, provender or other supplies used in, upon, for or about the performance of the work contemplated to be executed or performed under the contract hereinafter mentioned, and all persons, companies, or corporations renting or hiring teams, or implements of machinery, for or contributing to said work and all persons who perform work or labor upon the same, and all persons who supply both work and materials, and whose claims have not been paid by the contractor, company or corporation in the just and full sum of ONE HUNDRED THIRTY-NINE THOUSAND ONE HUNDRED NINETY-FIVE DOLLARS AND 00/100 DOLLARS (\$139,195.00), in lawful money of the United States of America (being 100% of the contract price) for the payment whereof well and truly to be made to said CITY and to said persons jointly and severally, the said principal and Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligations is such that the above bounden Principal has simultaneously entered into a contract of even date herewith, with the CITY, to do and perform the following work, to-wit:

STREETLIGHT KNOCKDOWNS PHASE 6 REPAIR  
(PROJECT NO. OM-22-028)

NOW, THEREFORE, if the above bounden Principal, CONTRACTOR, Company or Corporation or its subcontractor, fails to pay for all materials, provisions, provender, or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on

this bond will pay the same, in an amount not exceeding the sum specified in this bond, provided that any and all claims hereunder shall be filed and proceedings had in connection therewith as required by the provisions of Division 3, Part 4, Title 15, Chapter 5, Article 1 of the Civil Code of California, provided that in case suit is brought upon this bond, a reasonable attorney's fee shall be awarded by the Court to the prevailing party in said suit; said attorney's fee to be fixed as costs in said suit and to be included in the judgment therein rendered.

No prepayment or delay in payment and no change, extension, addition, or alteration of any provision of said contract or in said plans or specifications agreed to between the said CONTRACTOR and the said CITY and no forbearance on the part of the said CITY shall operate to relieve any surety or sureties from liability on this bond, and consent to make such alterations without further notice to or consent by any such surety is hereby given, and the said sureties hereby waive the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED on \_\_\_\_\_.

APPROVED AS TO SURETY:

By: \_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_

\_\_\_\_\_  
SURETY

APPROVED AS TO FORM & CONTENT:  
LORI M. ASUNCION  
OFFICE OF THE CITY ATTORNEY

By: \_\_\_\_\_  
ATTORNEY-IN-FACT

By: \_\_\_\_\_  
DEPUTY CITY ATTORNEY



# City of Stockton

## Legislation Text

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File #: 22-0614, Version: 1

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### **RESOLUTION TO AUTHORIZE AN APPLICATION FOR A \$24.2M ROUND 4 TRANSFORMATIVE CLIMATE COMMUNITIES IMPLEMENTATION GRANT**

#### RECOMMENDATION

It is recommended that the City Council approve a resolution to:

1. Authorize the City Manager to apply for a Round 4 Transformative Climate Communities Implementation Grant in the amount of \$24,165,510 and execute all related documents;
2. Approve the use of the McKinley Park Renovation project funds to satisfy the leveraging requirement of the grant.

It is also recommended that the City Manager, or designee, be authorized to take appropriate and necessary actions to carry out the purpose and intent of the resolution.

#### Summary

Approval of this resolution would result in submission of a Round 4 Transformative Climate Communities (TCC) Implementation Grant by the application deadline, July 1. The TCC Program is administered by the California Strategic Growth Council (SGC), which is under the Governor's Office of Planning and Research. SGC is offering three (3) \$35,000,000 Implementation Grants for Round 4.

The City applied for a Round 3 TCC Implementation Grant in March 2020, and was awarded a \$10.8M partial award in June 2020. Due to this prior award, SGC staff informed the City that it may only apply for the difference between a full Round 4 award and its partial award (\$35 million - \$10.8 million = **\$24.2 million**). City staff and existing TCC Implementation Partners are interested in pursuing a Round 4 TCC Implementation Grant to extend the existing Round 3-funded projects for an additional four (4) years, as well as introduce three (3) new projects.

If approved, the resolution would authorize submittal of an application with the City as the Lead Applicant. The application will define the Project Area (Attachment A) and allow the City to enter into a Partner Agreement with co-applicants. The resolution also obligates funding for the McKinley Park Renovation to satisfy the leverage funding requirement. Participating community partners include: Catholic Charities, Public Health Advocates (PHA), Rising Sun Center for Opportunity ("Rising Sun"), GRID Alternatives, the San Joaquin Regional Transit District (RTD), the Insight Garden Program (IGP), Edible School Yard Project, and Little Manila Rising. These organizations will be sub-recipients of grant funds if awarded.

## DISCUSSION

### Background

The City's involvement with the TCC Program began when Council approved an application for a TCC Planning Grant and received \$170,000 in August 2018 (Resolution 2018-08-21-1111). Planning Grant activities were subsequently carried out from October 2018 to October 2019.

Following the conclusion of Planning Grant activities, City staff worked with a coalition of Partners and stakeholders to develop an application for a TCC Round 3 Implementation Grant in the amount of \$28.2M. The City's TCC Implementation Grant application entitled: *Stockton Rising* was comprised of projects that were selected and developed to meet the needs of residents from the Project Area as articulated in the Sustainable Neighborhood Plan. These projects also seek to fulfill the objectives of several City strategic plans, such as the Climate Action Plan and 2040 General Plan.

On June 25<sup>th</sup>, 2020, the Strategic Growth Council awarded the City a \$10,834,490 Round 3 TCC Implementation Grant. The City received a partial award because it essentially tied another applicant for 2<sup>nd</sup> place. Council accepted the Round 3 award in December 2020. Since then, *Stockton Rising's* projects have launched and are currently serving residents within the Project Area (Attachment B).

### Present Situation

The Notice of Funding Availability and Final Guidelines for Round 4 were released on February 24, 2022. Applications must be submitted by July 1, 2022. Initially, the Round 4 guidelines did not permit previous awardees to apply for funding. However, the SGC approved a technical amendment on April 28, 2022 to modify the guidelines to allow previous awardees to pursue Round 4 funding.

Following approval of the technical amendment, City staff reconvened its coalition of TCC Round 3 Implementation Partners to develop a Round 4 application. It was determined that the best path forward would be to use grant funds to extend all existing projects by four (4) years, as well as introduce three (3) new projects into the portfolio. Here's an overview of the portfolio:

Project Name	Lead Entity	Project Partners	Budget
Grant Administration	City of Stockton	N/A	\$2,416,551
Community Engagement Plan	PHA	Catholic Charities, Little Manila Rising	\$1,570,758
Displacement Avoidance Plan	City of Stockton	Subcontractor (TBD)	\$362,483
Workforce Development & Economic Opportunity Plan	Rising Sun	RTD, IGP, GRID Alternatives	\$1,208,276
Indicator Tracking (Grant-mandated)	UCLA Luskin Center for Innovation	N/A	\$724,965

McKinley Park Renovation Project	City of Stockton Public Works	N/A	\$750,000
Climate Careers (Energy)	Rising Sun	N/A	\$2,006,179
Climate Careers (Water)	Rising Sun	N/A	\$1,518,631
Stockton Energy for All Single-Family	GRID Alternatives	N/A	\$3,045,148
Stockton Energy for All Multi-Family	GRID Alternatives	N/A	\$1,498,148
Urban Forest Renovation Project	City of Stockton Public Works	Little Manila Rising	\$4,500,000
Edible Education on the Farm	Edible Schoolyard Project	N/A	\$2,500,751
DAWN Program	Little Manila Rising	N/A	\$1,006,066
Hybrid Electric Bus Acquisition	San Joaquin Regional Transit District	N/A	\$1,057,554
		<b>TOTAL:</b>	<b>\$24,165,510</b>

The first new project is the City's McKinley Park Renovation Project, which is currently in need of additional funds due to rapidly increasing costs resulting from inflation and supply chain constraints. Including this project will also ensure the City is able to surpass its leverage threshold requirement of 50% (approx. \$12 million).

The second new project is the Decreasing Asthma Within Neighborhoods (DAWN) Program, led by Little Manila Rising (LMR), that will bolster the efforts being spearheaded by the AB 617 Steering Committee. The DAWN Program will utilize home visits conducted by a trained Community Health Worker (CHW) to distribute air purifiers and asthma remediation kits to improve indoor air and reduce exposure to asthma triggers. Little Manila Rising (LMR) will work with 250 low-income and MediCal families with children under the age of 18 living in the TCC Project Area. Participants in the program will learn about indoor air quality and the full spectrum of activities to control asthma.

The third new project is to acquire two (2) hybrid electric buses for San Joaquin Regional Transit District (RTD), which will be primarily used within the Project Area to serve residents. RTD proposed a bus acquisition project in the City's Round 3 application; however, it was cut from the portfolio during the post-award consultation process due to inadequate funds as result of the partial award.

### FINANCIAL SUMMARY

If successful, the Implementation Grant application will result in a \$24,165,510 TCC Implementation Grant for the City of Stockton to accomplish the objectives of the TCC program. These funds will fully support the proposed activities and staff positions associated with the grant.

The Implementation Grant requires a minimum of \$12,082,755 in matching funds, which is fulfilled by the McKinley Park Renovation project. TCC requires applicants to leverage additional funding to

support the implementation of TCC. Leverage funds may come from a variety of sources, such as federal, state, or local. In this case, the McKinley Park Renovation Project has already received over \$12 million in state funding, so by incorporating TCC funds it can fulfill the leverage requirement.

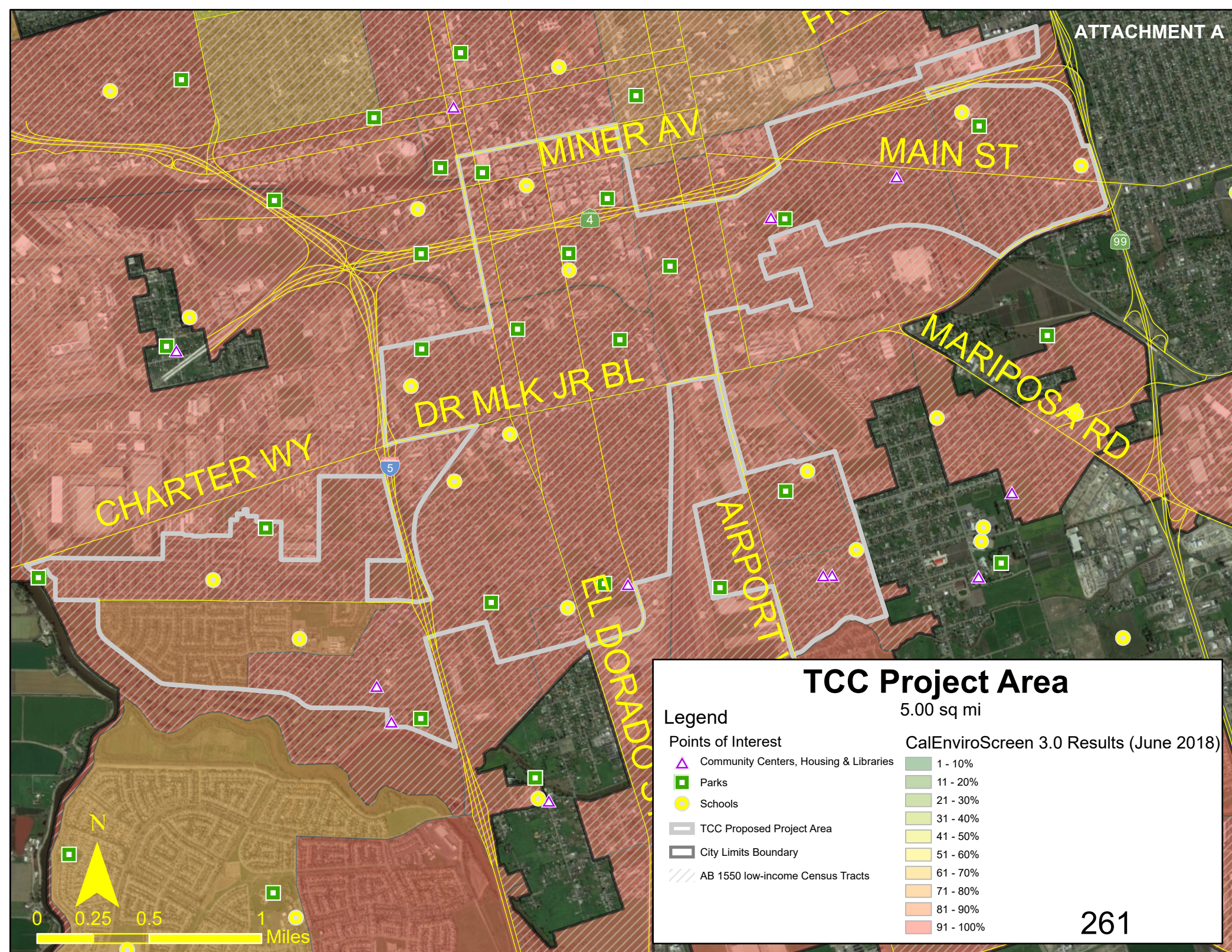
There is no financial impact to the City's General Fund or any other unrestricted fund as a result of the recommended action. To establish the grant program and funding, the following appropriations and transfers in FY 2022-23 are necessary:

- Establish a revenue appropriation of \$24,165,510 in the Reimbursements Special Grant Fund, City Manager's Office, State Grants account.
- Establish an expenditure appropriation of \$24,165,510 in the TCC grant projects.

Attachment A - Project Area Map

Attachment B - Stockton Rising Year 1 Baseline and Progress report







# STOCKTON RISING

A BASELINE AND PROGRESS REPORT ON EARLY IMPLEMENTATION OF THE  
TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM GRANT



# Acknowledgments

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## Prepared for

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Stockton Rising award date (December 2020) through the end of month six of implementation (June 2021)

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## Disclaimer

The UCLA Luskin Center for Innovation appreciates the contributions of the aforementioned agencies. This report, however, does not necessarily reflect their views nor does it serve as an endorsement of findings. Any errors are those of the authors.

## For More Information

[www.innovation.luskin.ucla.edu](http://www.innovation.luskin.ucla.edu)

Cover image: Mural in Stockton that also serves as the Stockton Rising logo (Photo credit: risestockton.org)

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# EXECUTIVE SUMMARY

## THE TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM

(TCC) is an innovative investment in community-scale climate action, with potentially broad implications. Launched in 2017 by the California State Legislature, TCC funds the implementation of neighborhood-level transformative plans that include multiple coordinated projects to reduce greenhouse gas (GHG) emissions. The program is also designed to provide an array of local economic, environmental, and health benefits to disadvantaged communities, while minimizing the risk of displacement. TCC empowers the communities most impacted by pollution to choose their own goals, strategies, and projects to enact transformational change — all with data-driven milestones and measurable outcomes.

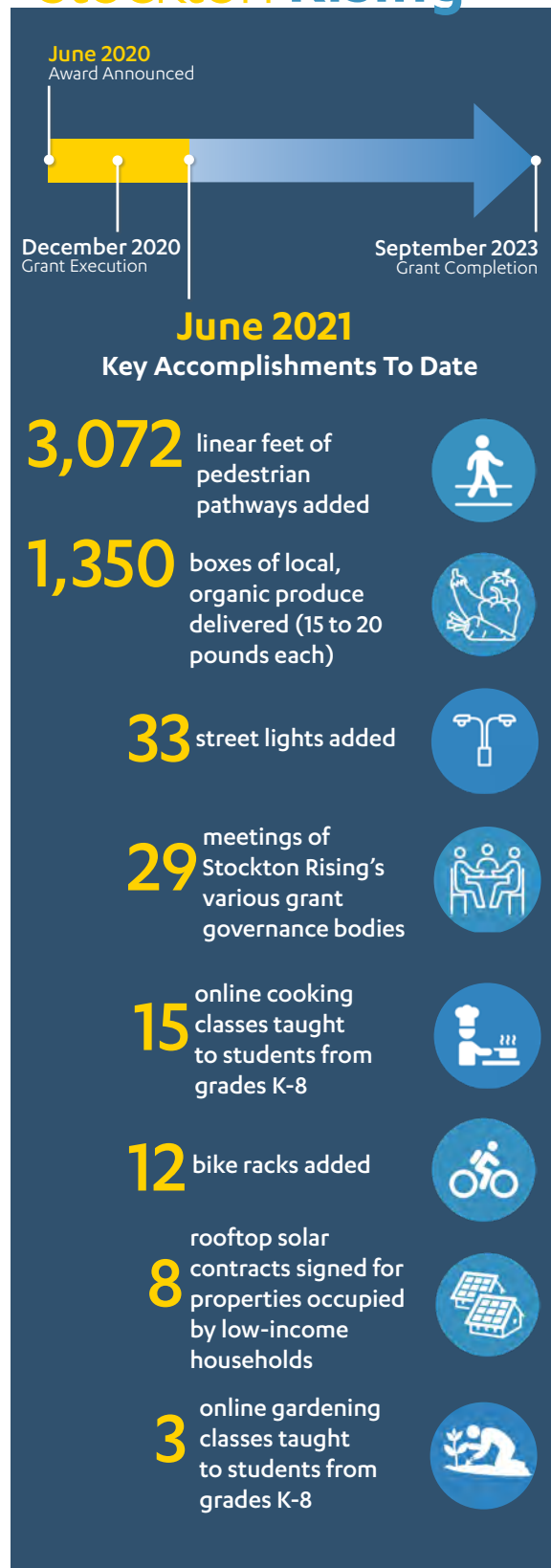
The California Strategic Growth Council (SGC) serves as the lead administrator of TCC. During the first round of the program, and through a competitive process, SGC awarded multimillion-dollar grants to the City of Fresno (\$66.5 million), the Watts Neighborhood of Los Angeles (\$33.25 million), and the City of Ontario (\$33.25 million). During the second round, SGC awarded the City of Sacramento (\$23 million) and Pacoima, the Northeast San Fernando Valley neighborhood of Los Angeles (\$23 million). And during the third and most recent round, SGC awarded the City of Oakland (\$28.2 million), the City of Riverside (\$9.1 million), and the City of Stockton (\$10.8 million).

The UCLA Luskin Center for Innovation (LCI) serves as the lead evaluator for all three Round 1 sites, one Round 2 site (Northeast San Fernando Valley), and one Round 3 site (Stockton). LCI researchers are working with these communities to document their progress and evaluate the impacts of TCC investments.

This progress report is the first in a series of three that will provide an overview of the key accomplishments and estimated benefits of TCC funded activities in Stockton, collectively referred to as Stockton Rising.<sup>1</sup> This specific report documents progress through the end of FY 2020-21, which overlaps with about six months of post-award planning (June to December of 2020), and six months of grant implementation (January to June of 2021). The majority of implementation has occurred during the COVID-19 pandemic, so project partners' responses to the pandemic are also highlighted throughout the report.

<sup>1</sup>For annual reports that LCI has produced for other TCC sites, visit: <https://innovation.luskin.ucla.edu/climate/climate-investments/>

## Stockton Rising





**Aerial view of Downtown Stockton.** Photo credit: ClimatePlan.org

## Stockton Today

Located in the heart of California's Central Valley, and connected to the San Francisco Bay by the San Joaquin River, Stockton is a port city and an agricultural hub. As such, the city has been a node for the siting of heavy industry and major transportation infrastructure. The city is divided by a network of passenger and freight carrying railways, two highways (State Route 4 and 99), and a freeway (Interstate 5). As a result the, city is home to neighborhoods with some of the worst pollution burdens in the state.

Demographically, Stockton is one of the most diverse cities in the state. According to 2020 census data, Stockton's 310,000 residents are 42% Hispanic, 24% Asian, 19% non-Hispanic white, and 13% black. Unfortunately, this diverse community suffers from higher levels of poverty and unemployment than the rest of the state. Such inequities are the byproduct of freeway building, redlining practices, and other legacies of structural racism that have dispossessed communities of color from their support networks and concentrated them in neighborhoods with few resources but high in health hazards. The city's 2012 bankruptcy also led to years of disinvestment, which has contributed to Stockton's slow economic recovery following the Great Recession.

## Stockton Rising

In 2016, a coalition of community-based organizations in Stockton partnered with the Greenlining Institute (GLI) to address the environmental, health, and economic inequities facing Stockton. The coalition focused its sights on the

city's most disadvantaged neighborhoods, namely those in Downtown and South Stockton. GLI played a critical role in helping the coalition think through opportunities to leverage California Climate Investment dollars toward reversing the harmful legacies of the past.

In 2017, GLI and community partners invited the City of Stockton to join them in applying for TCC Round 1 Planning Grant. One year later they were awarded \$170,000. These funds helped support the formation of an even broader coalition of community-based and external partners, known as Rise Stockton, and the development of the Sustainable Neighborhood Plan (SNP). In producing this plan, the Rise Stockton coalition engaged over 2,000 residents and translated their input into seven community priorities: energy, water, health, parks, safety, transportation, waste, and water. For each of these priorities, the SNP identifies projects that will provide meaningful community benefits.

Building upon the momentum from their planning grant, the City of Stockton and partners from the Rise Stockton coalition successfully applied for a TCC Round 3 Implementation Grant. They were awarded a total of \$10.8 million in 2020. These funds will support the realization of previous planning efforts by investing in a suite of projects and plans, collectively referred to as Stockton Rising, that deliver the following benefits to residents of South Stockton, all at no cost: energy- and water-efficiency installations, rooftop solar photovoltaic (PV) systems, locally grown food, increased tree coverage, improved active transportation infrastructure, and multiple job training opportunities that prepare residents for careers in a decarbonized economy.

## Projects

Stockton Rising includes a total of seven projects. For the purpose of legibility to a broad audience, this report consolidates these seven projects into five distinct project types, as summarized below. Figure 1 maps the location

of project types within the TCC project area (only projects with known locations at the outset of grant implementation are mapped).

### TCC Funded Projects



**Active Transportation** — Funds the transformation of a ten-block auto-dominated thoroughfare along Miner Avenue in Downtown Stockton into a marquee “complete street” (a street that serves the mobility needs of all users, regardless of travel mode). More specifically, the project will deliver the following outputs: 117 new trees, 485 shrubs, 34 streetlights, 15 benches, 14 bike racks, upgraded utility connections, new paint striping, and traffic signal upgrades. The improvements from the project are expected to encourage a modeshift from cars to more active modes, thereby resulting in reduced vehicle miles traveled (VMT) and environmental benefits such as reduced GHGs and local air pollutants. These environmental benefits will also be augmented by the project’s urban greening component’s.



**Energy and Water Efficiency** — Funds energy and water efficiency measures for 812 residents while also employing low-income youth. Energy efficiency measures will be installed at no cost to residents, and will include: LEDs, refrigerators, water heater blankets, and smart thermostats. Similarly, water efficiency measures will be installed at no cost to residents, and will include: kitchen aerators, bathroom aerators, showerheads, dishwashers, and toilets. Benefiting households will also be educated on best practices to conserve energy and water. A total of 56 youth will be recruited for seasonal positions to assist with project implementation.



**Healthy Food Access** — Funds the delivery of free boxes of organic produce to 50 families on a weekly basis for 30 months. The produce will be procured vis-a-vis community supported agriculture (CSA), a farming model in which local farmers send boxes of seasonal produce directly to consumers. The boxes will be complemented by educational programming on

how to cook the contents of each box. Educational programming will be delivered through printed materials, a phone-in hotline with a live educator, and recorded demonstrations (at least 15 in total). In addition to the educational content directly tied to the food boxes, the project will also include weekly cooking classes and at least five gardening classes. These classes will be offered online to the community at large with outreach efforts focused within the TCC project area.



**Rooftop Solar** — Funds the installation of up to 621 kilowatts of DC rated (kW-DC) solar PV panels on the roofs of residential buildings that are occupied by low-income households. A total of 378 kW-DC will be installed across 108 single-family homes and 243 kW-DC will be installed on four multi-family structures. The installations will be used as job training opportunities for residents interested in a career in the solar sector. Once installed, the rooftop solar systems will enhance local generation of renewable energy and lower energy costs for property owners.



**Urban Forestry** — Funds the planting of 1,750 trees throughout the project area. All of the trees will belong to species that are as drought tolerant as possible, minimizing watering needs. As the trees mature, they will reduce GHGs by sequestering carbon. Moreover, the trees will help absorb local air pollutants such as PM 2.5 and NOx, as well as stormwater runoff. The community will be engaged in implementation through 10 community tree planting events. Additionally 25 individuals will be hired and trained for part-time, seasonal positions to assist with tree planting activities.



## Transformative Plans

TCC is unique from other state-funded GHG reduction programs because it requires grantees to develop three transformative plans to maximize the benefits of the previously described project and to minimize unintended harms. Specifically, grantees were required to develop a community engagement plan (CEP), workforce development plan (WDP), and displacement avoidance plan (DAP).

Respectively, these three plans are designed to ensure that TCC investments reflect the community's vision and goals, bring economic opportunities to disadvantaged and low-income communities, and minimize the risk of gentrification and displacement of existing residents and businesses. In the case of Stockton Rising, these three plans have been adapted in the following ways:



### Community Engagement Plan

- » **Coordination and alignment** of projects and plans to ensure they are in sync with the community's vision for climate justice. This will be accomplished through the a collaborative stakeholder structure (CSS) that governs TCC implementation, and includes participation from the following:
  - 9 TCC funded project partners
  - 8 resident representatives
  - 4 stakeholders organizations
  - A nondefined number of Community Coalition members (project area residents and workers)
- » **Resident capacity building** around climate action. Specifically, project partners will recruit and train residents for the following roles:
  - 10 community liaisons who function as local ambassadors for the Stockton Rising initiative
  - 30 youth leaders who act as local experts on environment justice and climate resiliency
- » **Educational campaigns** that spotlight opportunities to benefit from, participate in, and learn from climate action efforts, including the following events:
  - Block party with presentations by project partners
  - Summit that highlights early outcomes from TCC
- » **Communications** with project area residents across multiple channels, such as:
  - Social media posts about project updates
  - PhotoVoice walking tours that narratively document how TCC is changing the community



### Displacement Avoidance Plan

- » **Technical assistance** from a third-party contractor who will assist Stockton Rising partners in developing a DAP [Stockton Rising partners did not have the capacity to develop a DAP at the time of applying for a TCC implementation grant, so it will be developed during the grant implementation period]
- » **Organizational capacity building** amongst project partners to better study and document site-specific displacement pressures



### Workforce Development Plan

- » **Solar installation training** with GRID Alternatives. A total of 16 trainees will gain paid, on-the-job experience in the solar sector.
- » **Bus mechanic training** with the San Joaquin Regional Transit District (RTD). A total of 4 trainees will learn how to repair electric buses in a paid, three-year long apprenticeship program. Graduates will be then be hired by RTD as full-time employees.
- » **Gardening/landscaping training** for a total of 40 incarcerated individuals. Participants will earn credits that expedite their release from prison.
- » **Youth employment opportunities** in the building and construction trades, with the following tracks:
  - 56 paid positions installing water and energy efficiency measures at residential properties
  - 36 paid pre-apprenticeships through California's Multi-Craft Core Curriculum (MC3) program
  - 10 paid externships at different host organizations

## Project Area

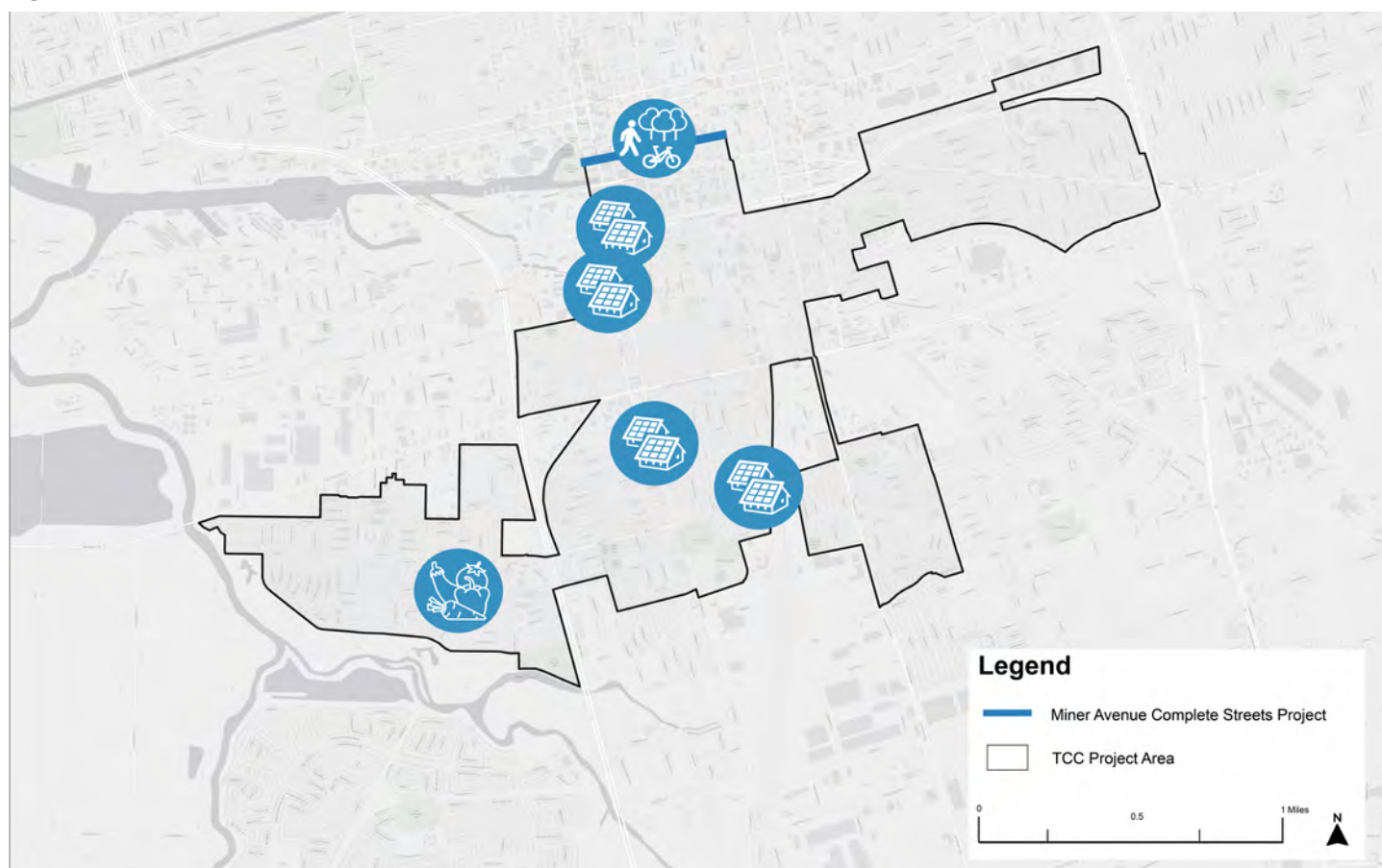
The Stockton Rising project area was configured to bring investment to some of the state's most disadvantaged neighborhoods. All census tracts within the project boundary area are defined as disadvantaged according to CalEnviroScreen 3.0 (around 75% of the project area ranks within the top 5% of the state).

The project area boundary was also drawn to connect key assets within those census tracts. Key assets include: Stockton's commercial downtown; the Little Manila historic

district; two Amtrak stations that provide direct rail service from Stockton to Sacramento, Oakland, Bakersfield, and San Jose; 11 public parks; six elementary schools; one high school; and one community center.

**Figure 1** shows where TCC funded projects and leveraged projects will be located within the project area. See **Appendix 1** for a more detailed map that includes assets located within the project area.

**Figure 1. Map of Stockton Rising Project with Known Locations of Projects\***



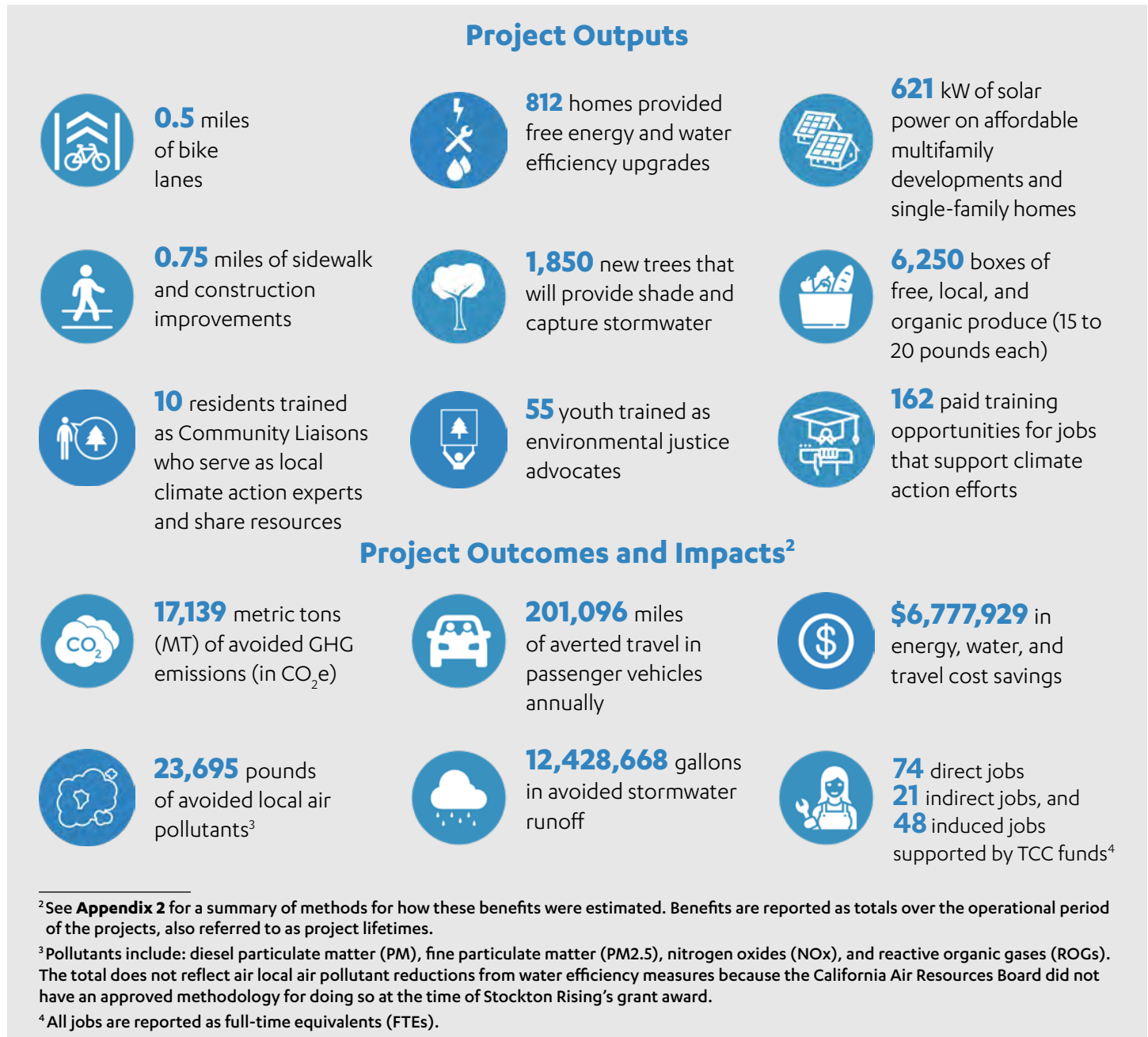
\*See the previous two pages for information about what each icon represents. This map does not include projects or plans that are sitewide (e.g., community engagement, energy and water efficiency upgrades, solar installations at single-family properties, tree plantings, etc.). Figure credit: UCLA Luskin Center for Innovation



## Anticipated Benefits

Stockton Rising is slated to bring a number of benefits to residents of the TCC project area. The infographic below highlights a non-exhaustive list of these benefits. This list includes outputs, outcomes, and impacts from TCC funded projects and plans. Project outputs refer to the tangible goods and services that Stockton Rising will deliver by the

end of project implementation. These outputs are expected to result in many positive outcomes and impacts. Outcomes refer to changes in stakeholder knowledge, attitudes, skills, behaviors, practices, or decisions, while impacts refer to changes in the environmental or human conditions that align with the objectives and goals of TCC.



Harder to quantify, but nevertheless important, is the leadership and collaboration capacity that will be created in Stockton over the course of the TCC implementation process. This capacity could lay the foundation for many other funding and action-oriented opportunities that

leverage the TCC projects and plans to bring additional environmental, health, and economic benefits to Stockton. In addition, lessons learned and best practices from Stockton's TCC grant could inform local climate action and investments at much broader scales.

## Early Accomplishments



Construction workers pouring curbs at a roundabout at the intersection of San Joaquin and Miner, where TCC dollars are being used to make “complete street” improvements. Photo credit: City of Stockton

Much has happened following SGC’s announcement of Stockton Rising’s TCC award in June of 2020. From that announcement through the close of the 2020-’21 fiscal year (June 30, 2021), project partners have made considerable progress toward implementing an ambitious, unprecedented climate action initiative.

Key accomplishments of Ontario Together project partners are described in this section according to the phase in which they occurred. Specifically, accomplishments are divided between: (a) post-award consultation, a period of planning and preparation between the award announcement and grant execution; and (b) grant implementation, which formally began in December 2020, when the City of Stockton executed its grant agreement with SGC. Given the timing of grant execution, this first annual report overlaps with only six months of program implementation. Nonetheless, Stockton Rising’s projects and plans are well underway and providing tangible benefits for project area residents.

### Post-Award Consultation (June 2020 – December 2020)

#### Formalized Partnerships and Governance Structure

During the post-award consultation phase, Stockton Rising partners participated in a comprehensive review of all projects and transformative plans to ensure that they complied with TCC guidelines, and that requisite partnerships were in place to successfully carry them out. Key deliverables that came out of this process included: an executed grant agreement with clearly defined work plans and roles for each project partner; an evaluation plan to measure the

effects of TCC investment in collaboration with LCI; and the establishment of a collaborative stakeholder structure (CSS) for coordinating grant governance (see **Appendix 4** for a full list of members within Stockton’s CSS).

### Grant Execution Implementation (December 2020 – June 2021)

#### Connected Residents with Healthy Food Options

Within the first six months of project implementation, project partners have already put 1,350 boxes of free, seasonal organic produce in the hands of residents. The average food box tends to weigh between 15 and 20 pounds. To complement the food boxes, project partners hosted two virtual demonstrations on ways to turn the produce into healthy meals at home. In addition to the cooking demonstrations for recipients of the CSA boxes, project partners also taught 15 online cooking classes and three gardening classes to students K through 8 at Taylor Leadership Academy, a public school in the TCC project area.

#### Broke Ground on Miner Avenue Improvements

Construction activity along Miner Avenue has already resulted in dramatic improvements along the commercial corridor. Through June 2021, construction workers were able to install the following: 3,650 square feet of new permeable surfaces that will infiltrate stormwater; 33 new street lights, 24 wheel chair ramps, and 12 bike racks.

#### Kicked Off Solar Installations in Low-Income Settings

Through the end of FY 2020-21, project partners executed contracts for eight solar PV system installations. Of these systems, four will occur at single-family properties, benefiting low-income homeowners, thereby providing

financial relief in the face of rising energy costs (see **page 26** for a case study on two residents in the project area who decided to go solar and their motivations for doing so). The remaining four systems will be installed at multi-family properties that house low-income individuals and families.

### Conducted Outreach in Support of Efficiency Upgrades

Project partners also kicked off implementation of energy and water efficiency installations by spreading the word about how residents can take advantage of the opportunity. Specifically, project partners sent out 4,814 mailers; posted 950 informational flyers, and posted 51 announcements on Facebook about the various efficiency measures that residents can access through the Stockton Rising initiative.

### Launched Job Training for Electric Bus Mechanics

As part of Stockton's Workforce Development Plan (WDP), a portion of TCC funds are being used to enroll four apprentices in a three-year-long bus mechanic apprenticeship program at the San Joaquin Regional Transit District (RTD). Apprentices will learn specifically how to repair electric buses. During the first six months of implementation, project partners at RTD successfully recruited one of these apprentices, who has already logged 569 hours of on-the-job training. Upon successful completion of the apprenticeship program, each trainee will be offered a regular, full-time position at RTD.

### Deepened Engagement Efforts Around Climate Action

Stockton's Community Engagement Plan (CEP) builds upon the foundational work that project partners accomplished during their TCC Planning Grant. During that grant, project partners engaged over 2,000 residents in re-imagining Downtown and South Stockton as a sustainable and equitable neighborhood. As that vision gets realized through Stockton's TCC Implementation grant, project partners are deepening engagement efforts by inviting residents to participate in grant governance, as well as building their capacity to serve as environmental leaders who advocate at broader scales for climate justice.

With respect to grant governance, Stockton's CCS began meeting regularly and coordinating alignment across projects and plans. During the reporting period, there were 29 meetings of the various working groups within Stockton's CSS. Specifically, the Steering Committee met five times; the Community Engagement Working Team met 12 times; and the Workforce Development Working Team met 12 times. For each working group within Stockton's CSS, there are two seats reserved for resident representatives (set to be filled during the FY 2021-2022).

And with respect to capacity building, a total of 10 young adults were recruited for a climate resilience and leader-

## Key Accomplishments Through June 2021

### Partnership Formation

- » An executed grant agreement with clearly defined work plans, partner roles, deliverables, and reporting expectations for each project and plan;
- » The development of an evaluation plan, in collaboration with LCI, for tracking the outputs and outcomes from each project and plan; and
- » Establishment of a collaborative stakeholder structure (CSS) for coordinating grant governance, composed of nine project partners and 8 resident representatives.

### Healthy Food Access

- » **1,350** boxes of seasonal organic produced delivered (15 to 20 pounds each);
- » **15** online cooking classes taught to 37 students from grades K-8;
- » **3** online gardening classes taught to 37 students from grades K-8; and
- » **2** online cooking demonstrations for families that received food boxes.

### Complete Street Transformations

- » **3,650** square feet of permeable surfaces added;
- » **3,072** linear feet of pedestrian pathways added;
- » **33** street lights added;
- » **24** wheelchair ramps added;
- » **12** bike racks added; and
- » **4** traffic signals upgraded to include video detection of users of all modes.

### Renewable Energy Access

- » **4** contracts executed for solar PV installations on single-family properties; and
- » **4** contracts executed for solar PV installations on multi-family properties.



## EXECUTIVE SUMMARY

ship development program. Through a series of educational workshops, these participants learned how they can advocate for policy change to address issues such as soil contamination, air pollution, and the various impacts of climate change. The training program also exposes participants to professional opportunities to continue their advocacy work over the long term (see **page 28** for a case study on how the program has shaped the aspirations of two participants, as well as the program's lead coordinator).

### Responded to COVID-19 Pandemic

In between submitting an application and receiving an implementation grant, Stockton Rising project partners had to rethink how to approach their proposed work in the aftermath of COVID-19. Despite the many challenges presented by the pandemic, all Stockton Rising projects and plans were able to carry on. The ways in which project partners pivoted in response to the pandemic are highlighted throughout this report. Notable pivots include:

- » Community engagement partners switched to virtual platforms to conduct workshops, events, and meetings.
- » Energy and water efficiency partners deployed a satellite program in which homes assessments were conducted virtually and efficiency kits were sent in the mail.
- » Project partners delivered boxes of seasonal produce using COVID-19 safety protocols, and supplemented food deliveries with virtual programming on how to prepare the produce from the safety of one's home.

## Key Accomplishments Through June 2021

### Energy and Water Saving Measures

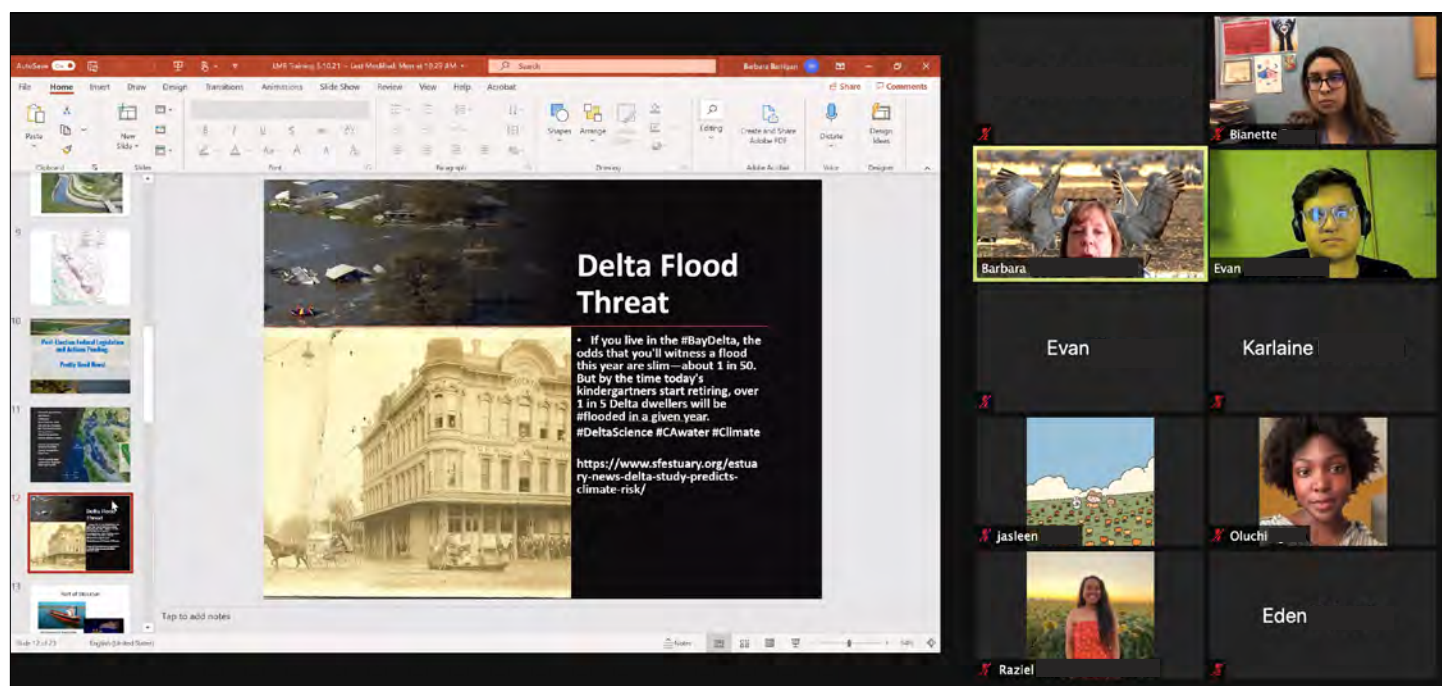
- » **4,814** informational mailers sent to resident in the project area about opportunities to benefit from free energy and water efficiency upgrades;
- » **950** informational flyers posted around the project area; and
- » **51** informational announcements posted on Facebook.

### Community Engagement

- » **29** total meetings of the various grant governance bodies within Stockton Rising's collaborative stakeholder structure; and
- » **10** young adults recruited and enrolled in a climate resilience and leadership development program.

### Workforce Development

- » **1** trainee completed 569 hours of training through San Joaquin Regional Transit District's electric bus maintenance mechanic apprenticeship program.



Water quality training for youth in enrolled in Stockton's climate resilience and leadership development program, one of the components of Stockton Rising's CEP. Photo credit: Little Manila

# BACKGROUND



Former Governor Jerry Brown in Fresno signs a package of climate change bills in September of 2016, including Assembly Bill 2722, which was authored by Assembly member Autumn R. Burke (at right) and established the Transformative Climate Communities (TCC) Program. Photo credit: The Fresno Bee

## The Vision Behind TCC

The Transformative Climate Communities Program (TCC) was authorized in 2016 by Assembly Bill 2722 (authored by Assembly member Autumn Burke). The bill's intent is to fund the development and implementation of neighborhood-level transformative plans that include multiple coordinated greenhouse gas (GHG) emissions reduction projects that provide local economic, environmental, and health benefits to disadvantaged communities.<sup>4</sup> The program is part of California's broader suite of programs, referred to as California Climate Investments, that use revenues from the state's Cap-and-Trade Program to fund projects that reduce GHG emissions. TCC is novel because of three signature elements: 1) its place-based and community-driven approach toward transformation; 2) robust, holistic programming via the integration of diverse strategies; and 3) cross-sector partnerships. The authors of this report are not aware of such a comprehensive, community-driven, and place-based climate action program anywhere else in the world.

<sup>4</sup> AB 2722, Transformative Climate Communities. 2016. Web. February 2017. Retrieved from: [https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\\_id=201520160AB2722](https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160AB2722)

## ▲ BACKGROUND

As a place-based program, all grant applicants must identify a project area that will be the focus of the TCC proposal. Proposals must be borne out of a robust community engagement process that brings together residents and stakeholders toward the development of a shared vision of how to invest TCC funds. The program's emphasis on comprehensive community engagement helps ensure that proposals are based on a deep understanding of a community's needs and assets, thereby maximizing the benefits that TCC dollars bring to existing residents in a selected site.

As a holistic program, TCC integrates a wide variety of GHG reduction strategies, such as sustainable land use, low carbon transportation, renewable energy generation, urban greening, and waste diversion. With these strategies in mind, TCC grantees develop site-specific projects, such as transit-oriented affordable housing, expanded bus service, rooftop solar installations, tree planting, and food waste recovery. These GHG reduction projects are modeled after existing California Climate Investment (CCI) project types, but TCC is novel in that it unifies them into a single, place-based initiative. In addition to integrating various CCI project types, TCC also requires TCC sites to incorporate cross-cutting transformative plans, ensuring that TCC investment is underpinned by meaningful community engagement, provides direct economic benefits to existing residents and businesses, and enables these stakeholders to remain in their neighborhood. Moreover, grant recipients are expected to use TCC dollars in concert with other sources of funding that could complement TCC investment.

Last, as a program that emphasizes cross-sector partnerships, TCC requires applicants to form a coalition of organizations that will support with grant implementation. To assure that the community's vision is realized, all applicants are required to have an oversight committee that consists of project partners (i.e., organizations funded to carry out grant implementation), residents, and other key stakeholders (e.g., community-based organizations, unions, faith-based groups, etc.). The diverse partnerships, robust governance structure, and aforementioned transforma-

tive plans help ensure transparency and accountability for the investments, all while building community capacity in neighborhoods with long histories of disinvestment, thereby helping to reverse that trend.

### Program Administration

SGC awards TCC grants and administers the program in partnership with the Department of Conservation (DOC), and with the support of the California Air Resources Board (CARB) and other state agencies. The administrative functions of SGC and DOC include: developing program guidelines, evaluating applications, preparing agreements, monitoring agreement implementation, and reporting.

There are two types of grants administered through TCC: implementation grants and planning grants. SGC awards implementation grants to sites that have demonstrated a clear, community-led vision for how they can use TCC dollars to achieve program objectives in their communities. SGC also awards planning grants to disadvantaged communities that may be eligible for future TCC implementation grants and other California Climate Investment programs, but need financial assistance to prepare for the proposal writing process. The implementation grants are funded through California's Cap-and-Trade auction proceeds while the planning grants are funded through a mix of Proposition 84 funds and Cap-and-Trade auction proceeds.

### Program Awards

Since the launch of the program in 2016, there have been three rounds of awards. During Round 1, which was tied to fiscal year (FY) 2016-2017 funding, a total of \$133 million was allocated to implementation grants and \$1.6 million was allocated to planning grants. For Round 2, which was tied to FY 2018-2019 funding, a total of \$46 million was allocated to implementation grants, and a total of \$800,000 was allocated to planning grants. Last, for Round 3, which was tied to FY 2019-2020 funding, a total of \$48 million was allocated to implementation grants and a total of \$600,000 was allocated planning grants. Table 1 provides an overview of the implementation and planning grants that have been distributed through FY 2020-2021.

**Table 1: Overview of TCC Implementation and Planning Grants Through FY 2020-2021**

Site Location	Round (Fiscal Year)	Grant Type	Funding Amount
Fresno	Round 1 (FY 2016-2017)	Implementation	\$66.5 million
Ontario	Round 1 (FY 2016-2017)	Implementation	\$33.25 million
Los Angeles - Watts	Round 1 (FY 2016-2017)	Implementation	\$33.25 million
Coachella Valley	Round 1 (FY 2016-2017)	Planning	\$170k
East Los Angeles	Round 1 (FY 2016-2017)	Planning	\$170k
East Oakland	Round 1 (FY 2016-2017)	Planning	\$170k
Gateway Cities	Round 1 (FY 2016-2017)	Planning	\$170k
Moreno Valley	Round 1 (FY 2016-2017)	Planning	\$94k
Richmond	Round 1 (FY 2016-2017)	Planning	\$170k
Riverside	Round 1 (FY 2016-2017)	Planning	\$170k
Sacramento - Franklin	Round 1 (FY 2016-2017)	Planning	\$170k
Stockton	Round 1 (FY 2016-2017)	Planning	\$170k
West Oakland	Round 1 (FY 2016-2017)	Planning	\$170k
Northeast Los Angeles - Pacoima/Sun Valley	Round 2 (FY 2018-2019)	Implementation	\$23 million
Sacramento - River District	Round 2 (FY 2018-2019)	Implementation	\$23 million
Bakersfield	Round 2 (FY 2018-2019)	Planning	\$200k
Indio	Round 2 (FY 2018-2019)	Planning	\$200k
McFarland	Round 2 (FY 2018-2019)	Planning	\$200k
South Los Angeles	Round 2 (FY 2018-2019)	Planning	\$200k
Tulare County	Round 2 (FY 2018-2019)	Planning	\$200k
East Oakland	Round 3 (FY 2019-2020)	Implementation	\$28.2 million
Riverside - Eastside	Round 3 (FY 2019-2020)	Implementation	\$9.1 million
South Stockton	Round 3 (FY 2019-2020)	Implementation	\$10.8 million
Pomona	Round 3 (FY 2019-2020)	Planning	\$200k
Porterville	Round 3 (FY 2019-2020)	Planning	\$200k
San Diego - Barrio Logan/Logan Heights	Round 3 (FY 2019-2020)	Planning	\$200k





Trees being planted in the TCC project area at Mattie Harrell Park. Photo credit: City of Stockton

## Evaluating the Impacts of TCC

In 2017, SGC contracted with the University of California, Los Angeles and the University of California, Berkeley (UCLA-UCB evaluation team) to draft an evaluation plan for assessing the progress and outcomes of Round 1 TCC implementation grants at the neighborhood level. In November 2018, the UCLA-UCB evaluation team published an evaluation plan to serve as a guide for evaluating the three TCC Round 1 grants.<sup>5</sup>

Following the publication of the Round 1 evaluation plan, the UCLA-UCB evaluation team entered a second contract with SGC to serve as the third-party evaluator in all three Round 1 sites. The UCLA Luskin Center for Innovation (LCI) is now the sole contractor in that role, and will continue as such for the first five years of TCC Round 1 grant implementation (2019 through 2024).

For Rounds 2 and 3 of the program, each TCC site selected a third-party evaluator from a list of qualified evaluation technical assistance providers that were preapproved by SGC through an open application process. LCI was selected to serve as the evaluator for the Round 2 grant in Northeast Los Angeles (Pacoima) and the Round 3 grant in Stockton.

LCI's evaluation plans for Rounds 2 and 3 closely follow the evaluation plan from Round 1, with some site-specific

modifications to reflect each site's unique set of projects, goals, and priorities for data tracking. These modifications were made in close consultation with the project partners in each TCC site.

### Conceptual Framework for Evaluating TCC

Logic models greatly informed all of the evaluations plans that LCI produced. Logic models illustrate the interim steps that must occur for a project or plan to realize its intended goals. Within the context of TCC, these steps are defined as follows:

- » **Inputs:** The investment dollars and leveraged funds that support TCC
- » **Activities:** The work of TCC grantees and co-applicants
- » **Outputs:** The products and services that TCC projects produce and deliver
- » **Short-term Outcomes:** Changes in stakeholders' knowledge, attitude, and skills
- » **Intermediate Outcomes:** Changes in stakeholders' behaviors, practices, or decisions
- » **Impacts:** Changes in environmental or human conditions that align with the objectives of TCC (i.e., GHG reductions; public health and environmental benefits; and economic opportunities and shared prosperity).

<sup>5</sup>The UCLA Luskin Center for Innovation and UC Berkeley Center for Resource Efficient Communities. 2018. *Transformative Climate Communities Evaluation Plan: A Road Map for Assessing Progress and Results of the Round 1 Place-based Initiatives*. Retrieved from: [http://sgc.ca.gov/programs/tcc/docs/20190213-TCC\\_Evaluation\\_Plan\\_November\\_2018.pdf](http://sgc.ca.gov/programs/tcc/docs/20190213-TCC_Evaluation_Plan_November_2018.pdf)



The LCI evaluation team translated the latter four steps in the logic model framework into indicators that could be quantified and tracked for the purposes of program evaluation. The Stockton Rising evaluation plan summarizes the final list of indicators that will be tracked over the initiative's three-year completion period (2021 to 2023), as well as the methods for tracking them.<sup>6</sup> Indicator tracking responsibilities will be partially split among the LCI evaluation team and TCC project partners. In general, all output-related indicators will be tracked by the project partners, while most outcome and impact related indicators will be tracked by the LCI evaluation team.

### Quantitative Methods for Evaluating TCC

To quantitatively assess the effects of TCC, the LCI evaluation team will conduct two different forms of comparison: (1) before-and-after TCC investment; (2) and a with-and-without TCC investment. Together, these two modes of comparison will provide the most reliable assessment of what changes can be attributed to TCC investment.

For the before-and-after comparison, the LCI evaluation team will measure changes in indicators before and after TCC kickoff, which in the case of Stockton Rising, occurred on December 28, 2020. Whenever possible, the LCI evaluation team will construct a five-year pre-kickoff trend line (2016-2020 for Stockton Rising) and a five-year post-kickoff trend line (2021-2025 for Stockton Rising).

For the with-and-without comparison, the LCI evaluation team will compare trends in TCC sites to trends in a set of control sites that did not receive TCC investment. This will help isolate the effect of TCC from larger social, economic, and environmental forces that may also be acting on indicators. To support this effort, the LCI evaluation team has identified control sites that are similar to TCC sites along a number of dimensions, including socioeconomic demographics, climate, and pollution burden (as demonstrated by CalEnviroScreen scores).<sup>7</sup>

In addition to measuring changes within TCC sites and control sites, the LCI evaluation team is also measuring changes at the county and state level for indicators that speak to social equity (e.g., income, employment, housing costs, etc.). This will allow the LCI evaluation team to assess whether TCC is reducing socio-economic disparities between TCC sites and the broader regions where they are located. If, for example, employment slightly increases within TCC sites, but a much greater increase is observed regionally, then the economic gap between TCC sites and nearby communities has not been sufficiently addressed.

In summary, the LCI evaluation team will analyze quantitative data at four geographic scales (where possible):

- » **TCC project area:** The neighborhood boundary identified by the TCC grantees in which all TCC investments will be located. In some cases, a cluster of census tracts that have more than 10% area overlap with the TCC project boundary area will be used for indicator tracking purposes instead of the actual project boundary. This is the case for all indicators that rely on American Community Survey (ACS) data, which cannot reliably be apportioned to fit the actual TCC project boundary area. See **Appendix 4** for a list of census tracts that will be used as a proxy for Stockton Rising's TCC project boundary area.
- » **TCC control sites:** A cluster of census tracts that match TCC census tracts along a number of dimensions (e.g., demographics, climate, pollution burden, etc.) but that did not receive TCC investment. Collecting before and after data for the control sites will help control for external forces that may also be acting on indicators of interest within TCC sites. See **Appendix 5** for a list of census tracts that will be used as control sites for evaluating the impacts of TCC investment in Stockton.
- » **County:** The county in which TCC sites are located (San Joaquin County for Stockton). County-scale measurements are helpful for understanding the degree to which TCC investments are addressing social equity concerns at a regional scale.
- » **State:** The state in which TCC sites are located (California). Like county-scale measurements, statewide measurements are helpful for understanding the degree to which TCC investments are addressing social equity concerns, but at a broader scale.

It's important to underscore that not all indicators easily lend themselves to analysis at the latter three scales. Many TCC indicators rely on the collection of primary data, and it may be cost-prohibitive or technically infeasible to collect that data for control sites, the county, or the state. This is true for indicators such as trees planted and food boxes delivered, which are reported to the LCI evaluation team directly by project partners. Even when secondary data are readily available at all four scales, it may not be prudent to use limited evaluation resources to analyze the data at all of those scales. This is true for bicyclist and pedestrian collision data, which must be cleaned and geocoded before being analyzed. Furthermore, some indicators must be estimated because they cannot be measured directly (e.g., GHG reductions, indirect jobs, etc.). In cases these cases, the LCI evaluation team is providing estimates for TCC sites

<sup>6</sup> A digital copy of the Stockton Rising evaluation plan is available upon request (send request to [luskincenter@gmail.com](mailto:luskincenter@gmail.com)).

<sup>7</sup> See the TCC Round 1 Evaluation Plan (Appendix 3.2) of the TCC Round 1 Evaluation Plan for a summary of the methods used to identify control sites: [http://sgc.ca.gov/programs/tcc/docs/20190213-TCC\\_Evaluation\\_Plan\\_November\\_2018.pdf](http://sgc.ca.gov/programs/tcc/docs/20190213-TCC_Evaluation_Plan_November_2018.pdf)

## ▲ BACKGROUND

only. Developing estimates for other geographic scales requires making a number of site-specific assumptions that are outside the LCI evaluation team's scope of work.

It is also important to note that it could take a generation for the transformative impacts of TCC investment to be quantitatively measured. Urban tree canopy, for example, can take 40 years to grow to maturity. Similarly, a career transition can require close to a decade (or more) of education and skill building. Thus, at the end of a relatively short evaluation period (May 2021 through September 2024), changes in impact indicators may be too small to draw any statistically valid conclusions. Nonetheless, the LCI evaluation team will update impact indicators annually for the sake of maintaining a complete time series. See **Appendix 6** for the latest indicator data the LCI has collected.

### Qualitative Methods for Evaluating TCC

Many of the potential benefits of TCC will likely be missed by the quantitative methods previously described. For example, improvements in wellbeing, community capacity to tackle new challenges, and communication across diverse stakeholder groups are difficult to describe in numerical terms. Thus, in order to capture some of the nuanced effects that TCC may have at the individual and community level, the LCI evaluation team will be analyzing qualitative data collected from surveys, interviews, and focus groups.<sup>8</sup>

The LCI evaluation team will prioritize the use of qualitative data collection instruments to examine the aspects of TCC that are particularly novel relative to other grant programs. Specifically, the LCI evaluation team will collect qualitative data about the rollout of the transformative plans and the collaborative stakeholder structure.

### Communicating the Effects of TCC

The LCI evaluation team will release three annual progress reports that document the early effects of TCC investment in Stockton. The first two progress reports will highlight findings from the LCI evaluation team's quantitative data collection. High-level findings from both qualitative and quantitative research will be summarized in the third annual progress report, once all qualitative data collection efforts have been completed.

To complement LCI's observations about the effects of TCC, each annual progress report also spotlights the perspectives of TCC project partners and beneficiaries. These perspectives are highlighted in the following chapter,

entitled *Stories from the Community*. The individuals profiled in this chapter are recruited directly by TCC project partners and are interviewed by the LCI evaluation team. From these interviews, the LCI evaluation team develops two case studies per year about how the effects of TCC are being felt on the ground.

### Evaluation Activities in Stockton Through June 2021

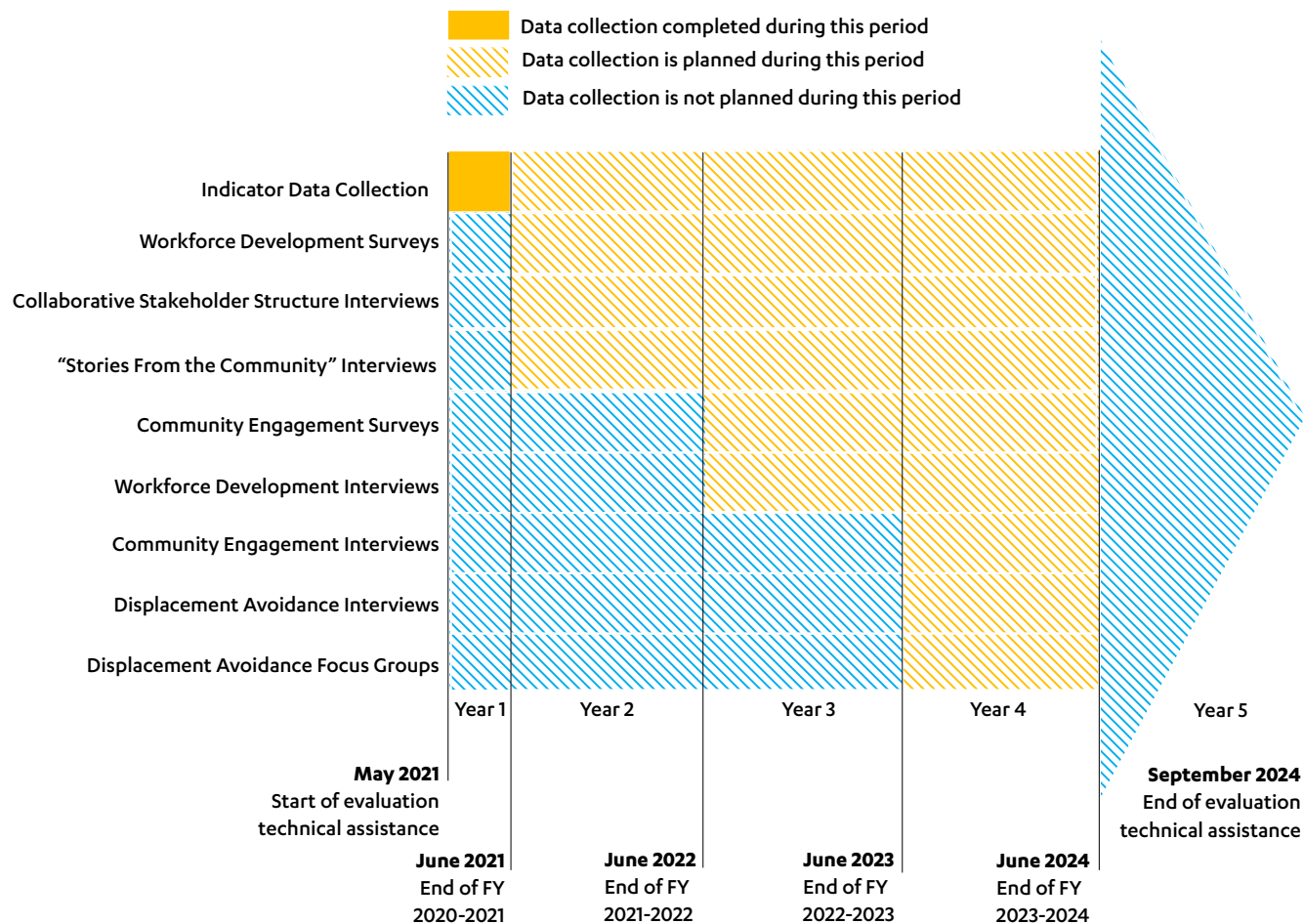
During the first year of program implementation, the LCI evaluation team worked with Stockton Rising to operationalize indicator tracking protocols. Specifically, the LCI evaluation team developed reporting forms to streamline tracking activities and trained project partners on how to use those forms. On an annual basis, project partners will complete and submit indicator reporting forms to the LCI evaluation team. Each submission reflects the project partner's activities during the previous fiscal year. Many of the key accomplishments described in this document are pulled directly from the reporting forms submitted by Stockton Rising project partners.

The LCI evaluation team also completed baseline data collection activities for quantitative indicators, the results of which are summarized in the final chapter of this annual report. This data will be updated on an annual basis through the release of the third Stockton Rising annual report in 2024.

**Figure 2** provides a summary timeline of data collection activities that the LCI evaluation team is coordinating in Stockton. The timing of pending activities is subject to change.

<sup>8</sup>See Section 3.3 of the TCC Round 1 Evaluation Plan for a summary of the timing, intent, and target population associated with each of these data collection instruments: [http://sgc.ca.gov/programs/tcc/docs/20190213-TCC\\_Evaluation\\_Plan\\_November\\_2018.pdf](http://sgc.ca.gov/programs/tcc/docs/20190213-TCC_Evaluation_Plan_November_2018.pdf) (since the publication of the Round 1 evaluation plan, the LCI evaluation team has also committed to interviewing members of each TCC site's collaborative stakeholder structure on annual basis about implementation successes, challenges, and opportunities to improve the rollout of TCC in real world contexts)

**Figure 2. Timeline of Data Collection Activities for Stockton Rising\***



\*Each "year" in the figure corresponds to a fiscal year (FY) rather than a calendar year. Figure credit: UCLA Luskin Center for Innovation

## BACKGROUND



A photo collage of Little Manila in South Stockton before and after it was bisected by a crosstown freeway in the 1970s.

Photo credit: SPD Historical Archives and Elena Mangahas

### A Brief History of Stockton: The Legacy of Environmental Injustice

TCC Awards are reserved for California's most disadvantaged communities. Understanding how those communities became so disadvantaged is critical for evaluating the efficacy of TCC. If the root causes of pollution, poverty, and other harms are overlooked, then they are likely to continue. This section provides a brief history of Stockton, and how environmental injustices from the past still affect the lives of Stockton residents today.

#### Displacement of Yatchicumne People

The Stockton area was first occupied by the Yatchicumne, a branch of the Northern Valley Yokuts Indians. During the California Gold Rush, gold seekers passed through Stockton on their way to the fields, transforming Stockton from a small settlement to a busy commercial hub. Its strategic location along several waterways led it to become the gateway, supply, and transit center to California's southern gold mines. During this time, the Indigenous Yokuts were violently displaced.<sup>9</sup>

#### Emergence as a Hub of Industry and Immigration

Following their displacement, Yokut land was commercialized and urbanized. Businesses such as flour mills, wagon factories, and iron works began to grow, especially along the Stockton Channel. A leading industry was the manufacturing of agricultural tools. By the end of the nineteenth century, Stockton was one of the most industrialized cities in California.<sup>10</sup>

With industrialization came new immigrant communities. In the 1850s, thousands of Chinese immigrants came to Stockton to escape political and economic unrest in China and potentially discover gold.<sup>11</sup> When the Gold Rush ended, many Chinese settled in Stockton, having found work on railroads and reclamation projects in the Sacramento–San Joaquin River Delta. By 1880, the city had the third largest Chinese community in California. However, due to discriminatory laws, like the Chinese Exclusion Act of 1882, Chinese people could not purchase property, and many Americans resented them. It wasn't until 1962 that American-born Chinese were allowed to buy property.

In the early 1900s, the shipbuilding industry began to develop, and the Port of Stockton opened as the first

<sup>9</sup> City of Stockton. 2019. Sustainable Neighborhood Plan.

<sup>10</sup> <https://www.visitstockton.org/about-us/stockton-history/>

<sup>11</sup> [http://downtownstockton.org/stockton\\_history.php](http://downtownstockton.org/stockton_history.php)



inland seaport in California. The modernization of the port brought thousands of African Americans to the shipyards.<sup>12</sup> By 1937, ships from across the globe had traveled through Stockton, and the city continued to grow as its industrial base expanded.<sup>13</sup>

### **Discriminatory Lending and Investment Practices**

As Stockton became increasingly urbanized, it became divided into North and South Stockton by local and federal laws intended to exclude under-resourced communities of color from civic participation, prosperity, and social mobility.<sup>14</sup> Specifically, the Federal Housing Administration (FHA), created under the New Deal in 1934, designed color coded maps of neighborhoods in major cities to indicate which were best suited for investment. Through this process, many communities of color, like South Stockton and Downtown, were highlighted as red areas, or areas where banks should not make investments.

As immigrants and residents of color were systematically denied home loans, the value of the areas they lived in fell. For members of these communities, building generational wealth through homeownership was unattainable. On the other hand, white residents in North Stockton were able to own homes and continued to develop further outward. This urban sprawl has led to increased energy use, pollution from automobile reliance, the fragmentation of natural areas, and diminished community cohesiveness.

### **Displacement, Division, and Detention**

In the late 1960s, the city government, federal government, and private developers worked together to demolish “blighted” neighborhoods, including Filipino, Chinese, Japanese, Mexican, and African American communities.<sup>15</sup> After their displacement, the city built State Route 4, which reinforced the social and economic inequality that already divided North and South Stockton.<sup>16</sup> This freeway ran right through Little Manila, one of the biggest Filipino communities in the U.S., devastating families, businesses, and community centers.

In the 1970s, Prescient Nixon declared the War on Drugs, dramatically increasing criminalization, imprisonment, and punitive sentencing practices, which disproportionately impacted low-income communities of color. The loss of family stability and the rise in violence exacerbated poverty and trauma.

### **The Housing Bubble and Municipal Bankruptcy**

At the brink of the Great Recession, Stockton had become a hotbed for new developments of upscale housing, approved by city officials hoping to attract the wealthy Bay Area commuters.<sup>17</sup> In 2006, the price of homes soared to a median value of nearly \$400,000 from \$110,000 in 2000.<sup>18</sup>

Once the housing market began to crash, many referred to Stockton as “ground zero” of the housing crisis.<sup>19</sup> In 2007, Stockton had the highest foreclosure rate of the top 100 metro areas, with one foreclosure for every 27 households.<sup>20</sup> In 2012, Stockton became the largest city in the U.S. to declare bankruptcy. While devastating, its bankruptcy ushered in a new era of change that Stockton is advancing towards.

### **A New Era of Local Planning and Policy**

In 2015, the city left bankruptcy protection and started on a path to reinvent itself as a sustainable city, fiscally and environmentally.<sup>21</sup> For example, Stockton has developed a long-term financial plan to advise financial decisions and created its own Office of Performance & Data Analytics to promote transparency and accountability. There have also been efforts to address environmental challenges, including the Community Emissions Reduction Program, the Clean Truck Program in the Port of Stockton, and the 2040 General Plan, which contains many goals, policies, and actions that address public health, environmental justice, air quality, and climate change.<sup>22</sup>

Despite these recent planning efforts, the legacy of racist land use policy remains apparent in Stockton. An unequal distribution of resources has left Stockton’s communities of color to combat extreme heat, air and water pollution, chronic poverty, and homelessness at greater levels.

<sup>12</sup> Corburn, Jason and Amanda Fukutome. 2019. *Advance Peace Stockton: 2018-2019 Progress Report*.

<sup>13</sup> <https://www.visitstockton.org/about-us/stockton-history/>

<sup>14</sup> City of Stockton. 2019. *Sustainable Neighborhood Plan*.

<sup>15</sup> *Ibid.*

<sup>16</sup> *Ibid.*

<sup>17</sup> <https://rsscoalition.org/history/>

<sup>18</sup> Christie, Jim. 2012. “How Stockton went broke: A 15-year spending binge.” *Reuters*.

<sup>19</sup> Clark, Andrew. 2008. “Mortgage crisis: Welcome to sub-prime capital, USA.” *The Guardian*.

<sup>20</sup> Christie, Les. 2007. “California cities fill top 10 foreclosure list.” *CNNMoney.com*.

<sup>21</sup> City of Stockton. 2015. “News Release - Stockton Exiting Bankruptcy.”

<sup>22</sup> City of Stockton. 2018. *Envision Stockton 2040 General Plan*.



Community members gather to discuss the issue of food justice in South Stockton. Photo credit: Rise Stockton

than those in whiter and wealthier neighborhoods. These persistent inequities ultimately drove community-based organizations to apply for TCC funding. The history of that is briefly summarized described in the next section.

## Stockton Rising: Looking Back and Forward

Stockton's TCC Implementation Grant is the result of years of activism, community engagement, coalition building, targeted technical assistance, and strategic planning. This section provides a brief history of that work.<sup>23</sup>

### Early Climate Action Planning Efforts

After the adoption of the Global Warming Solution Act of 2006, also known as Assembly Bill (AB) 32, a local chapter of the Sierra Club voiced concern that Stockton's 2035 General Plan plan was not in alignment with the state's GHG reduction goals. The Sierra Club eventually filed a lawsuit challenging the adequacy of the Environment Impact Report that was produced in support of the City's draft 2035 General Plan.

In 2008, a settlement agreement was signed between

the City of Stockton, the Attorney General of California, and the Sierra Club. As part of that settlement, the City of Stockton was required to develop a plan to achieve local compliance with AB 32. The result of that settlement agreement is the 2014 Climate Action Plan (CAP), which provides a roadmap of twenty-six measures to achieve feasible GHG reductions in Stockton.<sup>24</sup>

Financing the CAP, however, was a major challenge for the City of Stockton, and remains so today. Stockton was hit particularly hard by the Great Recession. Home to many low-wage workers, Stockton had some of the highest foreclosure rates in the United States during this time. In 2012, Stockton filed for bankruptcy.

Against this backdrop, the Greenlining Institute (GLI) selected Stockton as a site in which to invest its technical assistance services. GLI is an Oakland-based policy advocacy organization that works to advance economic opportunities and empowerment for people of color. As such, GLI closely tracks the flow of California Climate Investments and assesses the degree to which they benefit disadvantaged communities. Recognizing that communities in the San Joaquin Valley were not receiving a proportional share of these funds, GLI decided to act.

<sup>23</sup> For additional background, refer to the Greenlining Institute's case study on Stockton, entitled *Seeding an Environmental Justice Coalition*, available at: <https://greenlining.org/publications/2021/environmental-justice-coalition-to-undo-disinvestment-tcc-case-study/>

<sup>24</sup> For the full plan, visit: [https://www.stocktonca.gov/files/Climate\\_Action\\_Plan\\_August\\_2014.pdf](https://www.stocktonca.gov/files/Climate_Action_Plan_August_2014.pdf)



In 2016, GLI convened a group of community-based organizations in Stockton to explore ways to bring California Climate Investment dollars to the city. From that convening, an environmental justice coalition began to form.

With continued technical assistance from GLI, community partners and neighborhood residents hosted workshops and participated in trainings on the environmental and health inequities in their communities. From these events, a vision for a TCC Planning Grant was developed. In search of a partner with the capacity to handle the administrative functions of the grant, community partners invited the Mayor's Office of the City of Stockton to serve as the Lead Applicant on the group's proposal.

### TCC Funded Planning Work Begins

In 2018, the City of Stockton and seven community-based co-applicants were awarded a TCC Planning Grant of \$170,000. The award helped solidify and expand the partnerships among the group, leading to the formation of the Rise Stockton Coalition. See Appendix 3 for a full list of Rise Stockton Coalition members and the mission of each member organization.

The TCC Planning Grant also supported a robust community engagement process to identify resident concerns and priorities for more equitable neighborhoods. In total, Rise Stockton coalition members engaged over 2,000 residents through a variety of engagement modalities, including: five town halls, 20 small meetings and workshops, eight Climate Leadership Forums that trained empowered residents to serve as environmental justice advocates in their community, 10 survey and door-to-door canvassing campaigns, and 100 one-on-one conversations. This yearlong engagement process ultimately culminated in the Sustainable Neighborhoods Plan (SNP), which translated resident input into seven community-identified priorities: energy,

health, parks, safety, transportation, waste and water. For each of these priorities, the SNP identifies projects that will provide meaningful community benefits.

### Stockton Rising is Born

In 2020, the City of Stockton was awarded a TCC Round 3 Implementation Grant of \$10.8 million to build upon the momentum of previous planning efforts. These funds will support a suite of projects and plans, collectively referred to as Stockton Rising, that advance the vision of the SNP. Specifically, Stockton Rising will deliver the following benefits, all at no cost for residents: energy- and water-efficiency installations, rooftop solar photovoltaic (PV) systems, locally grown food, increased tree coverage, improved active transportation infrastructure, and multiple job training opportunities that prepare residents for careers in a decarbonized economy. Table 2 provides a summary of the funding levels for each Stockton Rising projects and plan.

In the spirit of environmental justice, the TCC Implementation Grant will be concentrated in the Stockton's most disadvantaged neighborhoods, namely those in Downtown and South Stockton. Appendix 1 provides a detailed map of the TCC project area and locations of site-specific projects.

The TCC Implementation Grant will also strengthen the cross-sector partnerships that were formed during the Planning Grant. A number of Rise Stockton partners now have funded roles to implement TCC projects and plans, and by extension of those roles, also serve as members of a collaborative stakeholder structure that deals with grant governance and oversight (known locally the Stockton Rising Steering Committee), which meets on a quarterly basis. The oversight body also includes eight paid, part-time positions for residents to contribute to the grant governance process. See Appendix 4 for a full list of Stockton Rising Steering Committee members.



Stockton Mayor Michael Tubbs and Rise Stockton leaders. Photo credit: Rise Stockton

### Complementary Investments Underway

In addition to TCC, Stockton is the site of several other novel investments aimed at environmental and economic justice. In 2019, former Stockton Mayor Michael D. Tubbs launched the Stockton Economic Empowerment Demonstration (SEED), a universal basic income experiment that leveraged philanthropic funds to pay 125 low-income Stockton residents \$500 per month for a two year period, with no strings attached.<sup>25</sup> That same year, CARB selected Stockton to serve as an AB 617 community, and provided \$32 million in funding to the Joaquin Valley Air Pollution Control District for air pollution monitoring activities and the development of an emissions reduction plan for a 16 square mile area that encompasses the TCC project area.<sup>26</sup> One year later, CARB awarded a Sustainable Transportation Equity Project (STEP) Implementation Grant of \$7.5 million to the San Joaquin Council of Governments to implement

a bundle of mobility improvement projects that serve a X mile square area in South Stockton, an area that also overlaps with the TCC project area.<sup>27</sup>

While the aforementioned investments—TCC and otherwise—bode well for the realization of environmental and economic justice goals in Stockton, they also challenge the task of program evaluation. Disentangling the effect of the TCC Implementation Grant from other public benefit programs is difficult when they all are co-located. Thus, Stockton Rising is best understood as part of a bundle of investments, and caution should be practiced when attributing community-scale transformations to any single investment within that bundle. To practice such caution, the LCI evaluation team will be using qualitative data collection instruments to gather stakeholder input about the contributions of TCC relative to other programs in achieving community-scale transformations.

**Table 2: Summary of Stockton Rising Projects and Plans**

Project/Plan Type	Project/Plan Name	Partners	TCC Funding	Leveraged Funding
Community Engagement Plan	N/A	Public Health Advocates*; Little Manila Rising; Catholic Charities the Diocese of Stockton	\$866,759	\$0
Displacement Avoidance Plan	N/A	City of Stockton*	\$0**	TBD
Workforce Development Plan	N/A	Rising Sun Center for Opportunity*; GRID Alternatives; Insight Garden; San Joaquin Regional Transit District	\$541,725	\$1,101,752
Active Transportation	Miner Avenue Complete Streets Improvement	City of Stockton*	\$1,500,000	\$17,808,920
Energy and Water Efficiency	Climate Careers Energy	Rising Sun Center for Opportunity*	\$1,301,400	\$0
	Climate Careers Water	Rising Sun Center for Opportunity*	\$1,198,600	\$0
Healthy Food Access	Edible Education At Home	Edible Schoolyard Project	\$400,000	\$51,533
Rooftop Solar	Stockton Energy for All Single-Family	GRID Alternatives*	\$1,124,625	\$1,134,022
	Stockton Energy for All Multi-Family	GRID Alternatives*	\$944,657	\$297,150
Urban Forestry	Urban Forest Renovation Project	City of Stockton*; Little Manila Rising; PUENTES	\$1,835,000	\$0
<b>Total***</b>			<b>\$10,834,490</b>	<b>\$20,393,378</b>
<p>*Project lead  **SGC has awarded a separate technical assistance grant (\$100,000) to support the development of the Displacement Avoidance Plan.  ***TCC funding total includes additional funding from SGC for grant administration (\$580,000) and indicator tracking (\$541,725).</p>				

<sup>25</sup> For more background on SEED, visit: <https://www.stocktondemonstration.org/>

<sup>26</sup> For more background on the AB 617 work underway in Stockton, visit: <https://www.stocktondemonstration.org/>

<sup>27</sup> For more background on the STEP Implementation Grant in Stockton, visit: <https://ww2.arb.ca.gov/lcti-stockton-mobility-collective>



# STOCKTON RISING: STORIES FROM THE COMMUNITY



Stockton Rising project partners gather at a community resource fair in the TCC project area on August 18, 2021.

Photo credit: GRID Alternatives

**AS A COMMUNITY-LED INITIATIVE,** Stockton Rising engages a wide variety of stakeholders. Residents, local business owners, workers, and others help implement projects to advance community-defined goals for climate action, economic development, and more. This chapter provides a series of case studies of how these stakeholders have contributed to the rollout of Stockton Rising and/or benefited from the initiative's suite of projects and plans. The case studies are provided in reverse chronological order in order to spotlight more recent additions to this annual report. It's important to note that these stakeholders represent only a small sample of the many individuals who have shaped—or been shaped by—the implementation of Stockton Rising. Thus, their purpose is to be illustrative, but not exhaustive, of the ways in which Stockton Rising has touched the lives of community stakeholders.

# Solar installations bring financial relief to low-income homeowners



## Background:

This case study explores how TCC funded solar installations have financially benefited low-income homeowners in Stockton. The case study does so through the lens of two individuals, Carolyn Hopkins and Mayra Delgado, who are using the savings from their lower energy bills to better maintain their homes and personal wellbeing. For more on Stockton's solar projects, see **page 44**.

Interviews for this case study were conducted in March 2022.

Installation of solar PV panels on a single family home in the TCC project area. Photo credit: GRID Alternatives

**CAROLYN HOPKINS** is a longtime Stockton resident who moved to the city when she was one-year old. Sixty-five years later, she's now a retired homeowner, living with her son and granddaughter, and trying to make ends meet. Rising energy costs haven't been kind to her in that regard, and were ultimately what motivated her to go solar.

**"Prior to going solar, my electricity bills were getting so big that I couldn't pay them all at once, and I had to get on a payment plan."**

CAROLYN HOPKINS

Hopkins first heard about Stockton's solar program for low-income homeowners through her son, who had an internship with GRID Alternatives, the organization leading Stockton's solar installations. At first, Hopkins was skeptical that she wouldn't have to pay anything for her new solar panels. However, after going over the program details with a representative at GRID Alternatives, Hopkins realized that there was no catch. The cost of the panels and their installation is covered by TCC funds, and are exclusively reserved for homeowners that qualify as low-income. In addition to the TCC grant, GRID Alternatives also receives philanthropic funding, which has allowed the organization to upgrade Hopkins' roof so that it could safely support the panels.

The upfront costs of rooftop solar are often what deter many low-income individuals from investing in solar on

their own. Stockton's solar program, however, eliminates that issue, enabling homeowners to access measurable cost savings soon after their solar panels go live. By generating on-site electricity, the panels offset the consumption charges that ratepayers are billed. In Hopkins' case, her solar panels have produced enough electricity to save her as much as \$100 per month.

**"My summer utility bill, which includes both electricity and gas, is where I have seen the greatest cost savings, they went from over \$200 down to around \$100."**

CAROLYN HOPKINS

Now that she's paying lower energy bills, Hopkins plans to use her cost savings to pay off her property taxes. She also is looking forward to taking a vacation with her family. Time with family is particularly important to Hopkins. For example, when GRID Alternatives awarded her a \$200 incentive for a referral she made, Hopkins spent the money on taking her grandchildren out to dinner.

The rooftop solar panels have also enabled Hopkins to spend more money on maintaining a comfortable living environment. For example, during the winter, Hopkins used to rely primarily on space heaters to heat her home room-by-room because central heating was too expensive.



The energy cost savings from the solar panels have allowed Hopkins to turn on her central heater during the winter without having to worry so much about her resulting bill.

**“My home is two stories and it gets really cold downstairs during the winter. When I didn’t have the solar panels, I was too afraid to turn the central heat on. Now I can afford to do that.”**

CAROLYN HOPKINS

Hopkins’ switch from electric space heaters to gas powered central heating is a certainly win for her wellbeing, but it’s important to note that it may not be a clear environmental win. This points to the challenge of achieving deep GHG reductions in low-income settings, where residents live in older buildings that are not yet fully electrified, and often lack the funds to invest in electrification themselves. Thus, while rooftop solar systems are a critical step forward in the path towards decarbonization, they are certainly not the last step. To achieve a zero carbon future, greater investment is needed to help low-income homeowners like Hopkins upgrade their central heating system to an electric one, which thanks to her solar panels, she could power on-site.



**MAYRA DELGADO** is another Stockton resident who decided to go solar in order to help make ends meet. Originally, from Mexico, Delgado moved to Stockton about 20 years ago with her former husband on the recommendation of her brother, who was already living there. Delgado was attracted to Stockton for the lower cost of living relative to the San Francisco Bay Area, where she had initially landed.

For a while, Delgado was able to take full advantage of the lower cost of living. With the modest income she and her husband both earned working at Mervyn’s, a national chain of department stores, they were able to buy a home for themselves and their three daughters. But when the Great Recession came in 2008, the Delgado family was hit hard: Mervyn’s went bankrupt, Delgado and her husband lost their jobs, the interest rate on their home loan soared, and they were forced into foreclosure.

Delgado eventually recovered from the loss. She started working as a teacher’s assistant, rebuilt her savings, and bought another home. But her recovery was interrupted by the pandemic and subsequent school closures. Now

a single mom, Delgado was forced to decide between working full-time or caring for her youngest daughter, a high school student with special needs. Delgado ultimately chose her daughter, and quit her full-time job for a part-time one at Amazon. The loss in income is when she started falling behind on her electricity bills, and like Hopkins, had to get on a payment plan.

**“In December, my utility bill was \$340 or \$380, I had no idea how I was going to pay it...things got so bad that I owed my utility a total of \$600.”**

MAYRA DELGADO

In search of a way to save money, Delgado started searching on the internet for options, and that’s when it occurred to her that going solar could help. She first explored getting panels through a for-profit solar company, but it didn’t make financial sense for Delgado because of all the upfront costs. Then she eventually discovered Stockton’s no-cost solar program for low-income homeowners.

Like Hopkins, Delgado was skeptical at first, and it was her interactions with GRID Alternatives that made her feel confident that she wasn’t being scammed. She was particularly impressed by the follow through from GRID Alternatives to address issues at her property that made installing solar panels challenging. Like Hopkins, Delgado needed repairs to her roof and tree trimming around her property, all of which GRID Alternatives covered at no cost to Delgado.

**“GRID Alternatives was always looking for ways to save me money, they knew I was a single mom and wanted to make sure I didn’t have to spend any of my own money on the solar panels.”**

MAYRA DELGADO

After her solar panels were connected to grid, Delgado saw a dramatic decline in her utility bills. This has helped her catch up on the money she owes to her gas and electricity provider. Once those are paid off, Delgado plans to invest her savings back into her home and the health of her family. In practice, that means repainting her home and maintaining a healthy and diverse diet, all of which have been hard for Delgado to afford in the face of inflation.

**“Before I got the panels, I had to make some tough choices. I could pay my bills or I could buy fresh fruits and vegetables. Not having to choose between the two gives me great peace of mind.”**

MAYRA DELGADO

# Stockton youth learn how to advocate for environmental justice



## Background:

This case study explores how TCC funds for community engagement have built local capacity to tackle environmental injustices. The case study does so through the lens three Stockton natives: a project partner who used TCC funds to launch a youth leadership program; and two graduates of that program. For more on Stockton's Community Engagement Plan, see **page 31**.

Interviews for this case study were conducted in October 2021.

Zoom recording of a Stockton Rising youth engagement session in April 2021 . Photo credit: Little Manila Rising

**BIANETTE PEREZ** is a Stockton native committed to helping fellow first generation college students succeed. After earning her bachelor's degree in Chicanx Studies at UCLA, she was awarded a Stockton Urban Revitalization Fellowship to return to her hometown and work at Little Manila Rising. During her fellowship, Perez helped the Little Manila Rising promote a book about the life and work of Larry Itliong, a Filipino American who co-founded the United Farmer Workers union. The larger goal of the campaign was to improve educational outcomes for students of color by better integrating the histories of marginalized communities within school curricula.

Now, Perez holds a regular position at Little Manila Rising as the Leadership & Community Engagement Director. In that role, she leads the organization's effort to build capacity among Stockton's youth to advocate for social justice. As part of that effort, Perez is funded by TCC to coordinate an environmental justice workshop series in which 30 young adults from Stockton (ages 17 to 24) facilitate discussions on topics such as soil contamination, air pollution, health impacts, and civic engagement. The goal was to develop leadership skills amongst participants, and also equip them to be environmental justice messengers within their community. Perez hopes to leverage the engagement sessions to build a more robust youth employment program at Little Manila Rising, what she refers to as the "school to social justice pipeline."



**Bianette Perez**, coordinator of the Stockton Rising youth engagement sessions. Photo credit: Urban Waters Learning Network

**"At Little Manila Rising, we strongly believe that youth are important leaders in the community who will help shift society toward equitable solutions to climate change."**

BIANETTE PEREZ



**Karlaine Francisco, an environmental justice advocate trained by Little Manila Rising.** Photo credit: Karlaine Francisco

**“My goal was to better understand what it means to be an environmental justice advocate and to share that knowledge with my community...now I feel qualified to teach others what I learned.”**

KARLAINE FRANCISCO

**RAZIEL (“RACHEL”) RAMIL** is a recent graduate of UC Davis, where she studied community and regional development, and has returned to Stockton to launch her career in environmental justice advocacy. She was first exposed to the topic of environmental justice in one of her college courses. After graduating, Ramil was eager to learn more about the topic, and was drawn to the Little Manila Rising workshop series because it applied the lens of environmental justice to the issues confronting her hometown, such as poor air quality and chronic asthma.

During the workshop series, Ramil facilitated a session entitled “Make Your Voice Heard!” in which she presented on advocacy strategies for neighborhood improvements. She also moderated a breakout group in which she and her peers identified the top issues in their community, the key decision makers who exert influence on those issues, and an agenda for meeting with those decision makers.

Now, Ramil is employed at the California Center for Civic Participation, where she is helping curate an environmental justice program called Green Focus. The program exposes Sacramento high school students to environmental policy and career opportunities in the field. In the long run, she hopes to get more involved with policymaking in order to reduce disparities within her community.

**KARLAINE FRANCISCO** is one of the young adults who participated in the Little Manila Rising’s environmental justice workshop series. The granddaughter of immigrant farmworkers, Francisco was particularly interested in learning more about the connection between agricultural pollution and farmworker health, and took the lead on facilitating a session on soil contamination. She credits her participation in the workshop series as teaching her research and collaboration skills, as well as providing her a sense of community and connection with her hometown as she transitioned to college as a freshman at UC Berkeley.

Francisco hopes to build upon her experience at Little Manila Rising by pursuing a career in environmental law and policy with a focus on health. Her motivation for doing so is to ensure that environmental policies protect and benefit low-income and immigrant communities. Francisco plans to use her time at UC Berkeley to explore different professional vocations for doing just that, whether that be a practicing attorney, an academic, or an educator based in the community.



**Raziel Ramil, another environmental justice advocate trained by Little Manila Rising.** Photo credit: Raziel Ramil

**“I want to pay it forward, and am integrating lessons from my training in Stockton to help students in other parts of the state to become environmental justice advocates in their own communities.”**

RAZIEL RAMIL



## TRANSFORMATIVE PLANS



Catholic Charities of the Diocese of Stockton staff recruiting for resident Climate Justice Leaders. Photo credit: Rise Stockton

**THE COUPLING OF TRANSFORMATIVE PLANS** alongside GHG reduction projects is one of the central elements of the TCC that separates it from all other California Climate Investments. For Round 3 of TCC, applicants were required to develop three transformative plans: a community engagement plan, workforce development plan, and displacement avoidance plan. Together, these three plans are designed to ensure that TCC investments reflect the community's vision and goals, bring economic opportunities to disadvantaged and low-income communities, and minimize the risk of gentrification and displacement of existing residents and businesses. Applicants were provided a menu of strategies for developing their plans and encouraged to choose those that spoke to the site's priorities and strengths. The following section provides an overview of how Stockton Rising structured its three transformative plans and what progress has been made toward plan implementation.

# Community Engagement Plan



Closing celebration for the first cohort of environmental justice advocates recruited and trained by Little Manila Rising.

Photo credit: Little Manila Rising

## STOCKTON RISING'S COMMUNITY ENGAGEMENT PLAN (CEP)

creates opportunities for South Stockton residents to participate in local climate action planning, policy, and advocacy. The plan does so through a resident-inclusive grant governance model, leadership development programs, and multiple channels of communication with TCC project partners.

Public Health Advocates (PHA) leads the CEP. Since 2014, PHA has engaged Stockton's African American residents through its Racial and Ethnic Approaches to Community Health (REACH) Program, which promotes healthy lifestyle choices and physical activity. Through this work, PHA has developed strong ties with the faith-based community, working to install community gardens at churches, establishing mobile farmers markets, and providing nutrition education.

Catholic Charities the Diocese of Stockton (CCDC) and Little Manila Rising (LMR) serve as supporting partners. CCDC will leverage its network of four Catholic churches in South Stockton with large Latinx and Filipinx communities towards recruitment, outreach, and engagement efforts. Similarly, LMR will draw upon more than 20 years of experience engaging with marginalized communities in Stockton to maximize the reach and impact of the CEP.

## Key Accomplishments\*

- » 29 total meetings of the various grant governance bodies within Stockton Rising's collaborative stakeholder structure (12 Community Engagement Working Team meetings; 12 Workforce Development Working Team meetings; and 5 Steering Committee meetings)
- » 10 young adults enrolled in LMR's climate resilience and leadership development program
- » Kicked off outreach around TCC funded projects (see next chapter for more information by project)

\*From award date (June 2020) through the end of FY 2020-'21 (June 2021)

## Community Engagement Strategies

There are four main strategies in the Stockton Rising CEP:

- » **Coordination and alignment** of projects to ensure they are in sync with the community's vision for climate justice. This will be accomplished through the a collaborative stakeholder structure (CSS) that governs TCC implementation, and is composed of the following subgroups (See **Appendix 4** for a summary of specific members within each subgroup and details on voting privileges):
  - **Capital Strategies Working Team (CSWT)** - meets bi-monthly and includes representation from two project area residents and six project partners that work on projects involving capital improvements;
  - **Community Engagement Working Team (CEWT)** - meets monthly and includes representation from two project area residents, two community stakeholder groups, and three project partners that are directly involved with community engagement activities;
  - **Workforce Development Working team (WDWT)** - meets bi-monthly and includes representation from two project area residents, two community stakeholder groups, and four project partners that are directly involved with workforce development activities;
  - **Steering Committee** - executive level working group that meets quarterly and includes representation from two project area residents and the lead facilitators for the CSWT, CEWT, and WDWT.
- **Community Coalition** - meets bi-monthly and is open to all project area resident and workers who wish to learn about TCC implementation progress and provide input on pending implementation decisions.
- » **Resident capacity building** around climate action. To support this strategy, PHA will recruit and train residents for 10 paid positions as "Community Liaisons". These liaisons will serve as local experts on Stockton's TCC grant and disseminate information and resources related to the grant within their networks. Simultaneously, LMR will train up to 30 youth leaders (10 annually) to become climate resiliency experts (see **page 28** for participant stories).
- » **Educational campaigns** that broadcast opportunities to benefit from, participate in, and learn from local climate action efforts. This will be accomplished through two community wide events: (1) a Block Party with presentations by TCC project partners, as well as other community leaders; and (2) a Summit that provides an overview of evaluation metrics and early findings.
- » **Communications** with project area residents across multiple channels. In addition to the channels described above, PHA will post regular social media updates about TCC. Additionally, CEWT partners will create audio and video content (known locally as PhotoVoice Walking tours) on an annual basis that document resident perspectives on the challenges of living in South Stockton and early effects of TCC.

### Project Details

Launch date  
**December 2020**

Anticipate completion date  
**September 2023**

TCC grant funds  
**\$866,759**

Leveraged funds  
**\$0**

### Responses to COVID-19

- » Project partners and Community Liaisons switched to virtual platforms to conduct community engagement events and meetings.



# Displacement Avoidance Plan



Demolition of Razil Social Cub, a culturally significant building in Stockton's historic Little Manila district, after financing could not be secured for structural repairs. Photo credit: Little Manila Rising

**STOCKTON RISING'S DISPLACEMENT AVOIDANCE PLAN** (DAP) will be finalized during the first year of the grant term. The Strategic Growth Council (SGC) awarded Stockton a TCC Implementation Grant without a fully developed DAP at the time of the city's application because there was a clear need for more capacity building around the topic. After years of disinvestment leading to (and resulting from) the city's bankruptcy, the threat of investment-induced displacement has not been a central focus of recent planning or community organizing efforts in Stockton. Thus, SGC has provided the City of Stockton a separate \$100,000 Technical Assistance Grant to support the creation of a DAP during the grant term. Once finalized, Stockton's DAP will be implemented during the grant term entirely through leveraged funds.

The City of Stockton is serving as the interim project lead for the DAP. Using funding from the Technical Assistance Grant, the City will hire a consultant with expertise in displacement avoidance to perform the substantive work of developing the DAP. The consultant will work with City staff and the Community Engagement Plan team to engage residents and small businesses to identify displacement risks and develop a plan to address them.

## Key Accomplishments

*Implementation pending*

**Project Details**

Launch date

December 2020

Anticipate completion date

September 2023

TCC grant funds

\$0

Leveraged funds

TBD

# Workforce Development Plan



Senior Community Engagement Manager, Justina Caras shares information about youth focused green jobs amongst the Stockton community. Photo credit: Rise Stockton

**WORKFORCE DEVELOPMENT** is central to the Stockton Rising vision.

The site's Workforce Development and Economic Opportunities Plan (WDEOP) includes four paid job training programs: (1) GRID Alternatives' solar installation basics training program; (2) The San Joaquin Regional Transit District's electric bus maintenance mechanic apprenticeship program; (3) Insight Garden's vocational gardening and landscaping program; and (4) Rising Sun Center for Opportunity's Climate Careers program that prepares Stockton youth for jobs in the building and construction trades.<sup>9</sup>

Rising Sun Center for Opportunity will serve as the designated lead for the WDEOP, and will employ a workforce coordinator to ensure coordination across the four job training programs, as well as alignment with the Stockton Rising vision. To support this effort, this coordinator will organize and lead monthly meetings that include TCC partners, stakeholders, and resident representatives.

<sup>9</sup>In addition to the four job training programs described here, Little Manila Rising will also hire and train 25 seasonal, part-time workers to assist with tree planting activities. However, these positions are not considered a formal part of the Stockton's WDEOP because they do not include training for a specific vocation following the work opportunity.

## Key Accomplishments\*

- » 1 trainee completed 569 hours of training through San Joaquin Regional Transit District's electric bus maintenance mechanic apprenticeship program

\*From award date (June 2020) through the end of FY 2020-'21 (June 2021)

*Continues on next page*

## Solar Installation Training

GRID Alternatives will recruit and train 16 individuals on how to install rooftop solar photovoltaic (PV) systems. GRID will recruit trainees from the TCC project area as much as possible, but not exclusively. Trainees will then gain on-the-job experience helping GRID Alternatives meet its TCC-funded goal to install 378 kilowatts (kW) of solar PV capacity on single-family homes in the project area (see next chapter for more details about this work).

## Bus Mechanic Training

The San Joaquin Regional Transit District (RTD) will train four individuals in a three-year long electric bus mechanic apprenticeship program. RTD will recruit the apprentices from within its existing workforce. The training will cover the mechanical components of a bus including electrical, brakes, diesel engines, HVAC, transmission and drivetrain, steering and suspension, preventative maintenance and inspection, electronic diesel diagnostics, electric drive systems, hybrid systems, and welding. Upon completing the apprenticeship program, apprentices will receive a California Division of Apprenticeship Standards Bus Mechanic Journeyman Certificate. Graduates will be employed by RTD as full-time bus mechanics.

## Gardening/Landscaping Training

The Insight Garden Program will tailor a vocational gardening and landscaping training program to the needs of 40 incarcerated individuals who are about to enter Stockton's workforce. The program will teach practical skills such as permaculture, landscape design, skill building, organic gardening, and conservation. In addition to vocational training, the program will also teach life skills, including topics such as interpersonal communication, leadership development, community building, and emotional processing. Moreover, the program will also include lessons on topics such as environmental justice, food access, and healthy

equity. To incentivize enrollment and program completion, participants will be offered earned time credits that reduce the length of their prison sentence.

## Climate Careers Program

Rising Sun Center for Opportunity (Rising Sun) will recruit low-income youth (ages 18-24) from the project area for its Climate Careers program, which will expose them to job opportunities in the building and constructions trades. The goal of the program is to create a pipeline for young adults to high-skill careers that pay livings wages.

During the first stage of the program, 45 young adults will be recruited for seasonal positions that provide paid, hands-on experience installing water and energy efficiency measures in single- and multi-family homes. Their work on this project will help Rising Sun achieve its TCC-funded goal to provide efficiency upgrades to 812 residents in the project area (see next chapter for more on this work). In addition to paid work experience, the training program will also offer workshops on professional development and environmental justice, as well as one-on-one interactions with Youth Development Specialists at Rising Sun.

During the second stage of the program, Rising Sun will provide at least 10 training graduates with a paid externship at a partner organizations in Stockton. These partners include, but are not limited to: Hatch Workshop, Changeist, New Genesis Housing Development, Edge Collaborative, GRID Alternatives, and Rising Sun.

Along with the externship opportunity, 11 training graduates will also be offered paid training in the Multi-Craft Core Curriculum (MC3) program, a pre-apprenticeship program in the construction sector. Rising Sun will serve as the recruitment partner for the program, while California Human Development, a nonprofit organization based in Santa Rosa, will coordinate all of the program's activities.

### Project Details

Launch date  
**December 2020**

Anticipate completion date  
**September 2023**

TCC grant funds  
**\$541,725**

Leveraged funds  
**\$1,101,752**



# PROFILES: TCC FUNDED PROJECTS



Chef Liesha Barnett, one the lead partners for Stockton Rising's TCC-funded food access project. Photo credit: Unbound Stockton

**TCC APPLICANTS CHOSE FROM A WIDE ARRAY OF PROJECT TYPES** in their effort to achieve the three objectives of TCC, namely: (1) reductions in greenhouse gases (GHGs); (2) improvements in public health and environmental benefits, and (3) expanded economic opportunity and shared prosperity. The following section provides an overview of the Stockton Rising projects, aggregated by project type, that will be using TCC dollars to achieve the aims of the program.

# Active Transportation



Rendering of Miner Ave following TCC investment. Photo credit: Jacobs Engineering

**STOCKTON RISING'S ACTIVE TRANSPORTATION PROJECT** will transform a ten-block auto-dominated thoroughfare in Downtown Stockton, on Miner Avenue between Center Street and Aurora Street, into a marquee “complete street” (a street that serves the mobility needs of all users, regardless of travel mode). The project, known as Miner Avenue Complete Street Improvement, will also provide linkage to the Downtown Transit Center and the Robert Cabral Rail Station as well as nearby schools and parks. The improvements from the project are expected to encourage a modeshift from cars to more active modes, thereby resulting in reduced vehicle miles traveled (VMT) and environmental benefits such as reduced GHGs and local air pollutants. These environmental benefits will also be augmented by the project’s urban greening components.

The City of Stockton Public Works Department will lead project implementation. The Public Works Department will also be responsible for the long-term operations and maintenance of the new infrastructure.

## Key Accomplishments

- » 3,650 square feet of permeable surfaces added (and impermeable surfaces removed)
- » 3,072 linear feet of pedestrian pathways added
- » 33 streetlights added
- » 24 wheelchair ramps added
- » 12 bike racks added
- » 4 traffic signals upgraded to include video detection of users of all modes

\*From award date (January 2018) through the end of FY 2020-'21 (June 2021)

Specific project improvements include augmented tree canopy, more accessible sidewalks, new pedestrian-oriented lighting, bike lanes, and furniture that activates the street for pedestrians, bicycles, and transit. By the end of grant implementation, the project will deliver the following outputs:

- » 117 new trees
- » 485 shrubs

- » 34 streetlights
- » 14 bike racks
- » 15 benches
- » 0.75 miles of improved sidewalks
- » 0.5 miles of new bike lanes
- » upgraded utility connections
- » new paint striping
- » traffic signal upgrades
- » new topsoil for landscaping

### Project Details

Launch date  
**December 2020**

Anticipated completion date  
**September 2023**

Project lifetime (post-implementation)  
**40 years**

TCC grant funds  
**\$1,500,000**

Leveraged funds  
**\$17,808,920**

### Estimated Benefits Over Project Lifetime

GHG emissions reductions  
**476 MTCO<sub>2</sub>e**

Diesel PM reductions  
**2 pounds**

PM 2.5 reductions  
**57 pounds**

NOx reductions  
**603 pounds**

Reactive organic gas reductions  
**4 pounds**

Avoided stormwater runoff  
**1,087,993 gallons**

VMT reduction  
**201,096**

Travel cost savings  
**\$101,533**

Direct jobs from TCC dollars  
**5 FTEs**

Indirect jobs from TCC dollars  
**2 FTEs**

Induced jobs from TCC dollars  
**6 FTEs**



# Energy and Water Efficiency



Stockton youth recruit households for energy and water efficiency upgrades. Photo credit: Rising Sun Center for Opportunity

## STOCKTON RISING'S ENERGY AND WATER EFFICIENCY PROJECTS, -

known locally as Climate Careers Energy and Water, will help reduce utility bills for 812 residents in the TCC project area while also employing low-income youth. Energy efficiency measures will be installed at no cost to residents of single and multi-family homes, and will include: LEDs, refrigerators, water heater blankets, and smart thermostats. Similarly, water efficiency measures will be installed at no cost to residents, and will include: kitchen aerators, bathroom aerators, showerheads, dishwashers, and toilets. Benefiting households will also be educated on best practices to conserve energy and water. A total of 56 youth will be recruited for seasonal positions to carry out project activities.

Rising Sun Center for Opportunity (Rising Sun) will serve as the project lead for Stockton's water and energy efficiency projects. Rising Sun is also coordinating Stockton's Workforce Development and Economic Opportunities Plan (WDEOP), which includes complementary job training and placement opportunities for the 56 young adults who will be employed by the efficiency projects (see previous chapter for more details about the WDEOP).

## Key Accomplishments\*

- » 4,814 informational mailers sent to residents in the project area about opportunities to benefit from free efficiency measures
- » 950 informational flyers posted around the project area
- » 5 informational announcements posted on Facebook

\*From award date (January 2018) through the end of FY 2020-'21 (June 2021)

### Project Details

Launch date  
**December 2020**

Anticipated completion date  
**September 2023**

Project lifetime (post-implementation)  
**15 years**

TCC grant funds  
**\$2,069,282**

Leveraged funds  
**\$1,431,173**

### Estimated Benefits Over Project Lifetime

GHG emissions reductions  
**8,219 MTCO<sub>2</sub>e**

PM 2.5 reductions\*  
**1,087 pounds**

NOx reductions\*  
**9,442 pounds**

Reactive organic gas reductions\*  
**957 pounds**

Electricity savings  
**14,360,620 kWh**

Heat savings  
**905,593 therms**

Water use savings  
**11,927,092 gallons**

Energy cost savings  
**\$2,824,172**

Water cost savings  
**\$50,275**

Direct jobs from TCC dollars  
**16 FTEs**

Indirect jobs from TCC dollars  
**6 FTEs**

Induced jobs from TCC dollars  
**10 FTEs**

\*Not including reductions from water efficiency measures because the California Air Resources Board did not have an approved methodology for doing so at the time of Stockton Rising's grant award.

### Responses to COVID-19

- » Deployed a satellite energy and water efficiency program in which homes assessments were conducted virtually and water and energy efficiency kits were sent in the mail.

# Healthy Food Access



Project partners at the Edible Schoolyard Project about to give away fresh food boxes. Photo credit: The Edible Schoolyard Project

**STOCKTON RISING'S HEALTHY FOOD ACCESS PROJECT**, known locally as Edible Education at Home, will provide 50 families in the project area with free boxes of organic produce on a weekly basis for 30 months. The produce will be procured vis-a-vis community supported agriculture (CSA), a farming model in which local farmers send boxes of seasonal produce directly to consumers. The boxes will be complemented by educational programming on how to cook the contents of each box. Educational programming will be delivered through printed materials, a phone-in hotline with a live educator, and recorded demonstrations (at least 15 in total).

In addition to the programming that is directly tied to the food boxes, the project will also create educational content for TCC project area residents at large. This includes weekly online cooking classes and at least 5 gardening classes. During the first of six months of grant implementation, these classes were delivered to students K-8. Future classes will be offered to a wider audience, with outreach efforts focused in the TCC project area.

The Edible Schoolyard Project (ESYP) will serve as the project lead. ESYP will partner with Taylor Leadership Academy, a K-8 public school in the TCC project area, to recruit families to participate in the CSA program.

## Key Accomplishments

- » 3,800 educational materials printed and disseminated
- » 1,350 boxes of seasonal organic produced delivered (15 to 20 pounds each);
- » 40 cooking workbooks distributed to families that received CSA boxes
- » 29 individuals served through an informational hotline
- » 15 online cooking classes taught to 37 students from grades K-8.
- » 3 online gardening classes taught to 37 students from grades K-8.
- » 2 engagement events for families that received CSA boxes, which included cooking demonstrations

\*From award date (January 2018) through the end of FY 2020-'21 (June 2021)

### Project Details

Anticipated completion date  
**December 2020**

Project lifetime (post-implementation)  
**September 2023**

TCC grant funds  
**\$400,000**

Leveraged funds  
**\$51,533**

### Estimated Benefits Over Project Lifetime

GHG emissions reductions

**N/A<sup>10</sup>**

Organic produce delivered

**47 tons<sup>11</sup>**

Direct jobs from TCC dollars

**2 FTEs**

Indirect jobs from TCC dollars

**1 FTEs**

Induced jobs from TCC dollars

**2 FTEs**

<sup>10</sup> While this project may lead to GHG reductions through a number of pathways, the California Air Resources Board and the Strategic Growth Council have not approved standardized methodology for estimating those reductions. Potential pathways for GHG reductions include: reduced food miles traveled, reduced use of energy-intensive agricultural inputs such as artificial fertilizer and pesticides, and composting practices that sequester carbon in the soil.

<sup>11</sup> Assumes 6,250 boxes of produced will be delivered over the project lifetime, and a minimum weight of 15 pounds per box.

### Responses to COVID-19

- » Moved in-school cooking classes to a virtual setting.
- » Created a suite of online educational materials, activities, and lesson plans to engage residents at home.
- » Practiced COVID-19 safety protocols when delivering CSA boxes to project participants.



# Rooftop Solar



GRID Alternatives staff and trainees install rooftop solar PV panels in the TCC project area. Photo credit: GRID Alternatives

**STOCKTON RISING'S SOLAR PROJECTS**, collectively referred to as Stockton Energy for All, will enhance the generation of local renewable energy by installing up to 621 kilowatts of DC rated (kW-DC) solar PV panels on the roofs of residential buildings. A total of 378 kW-DC will be installed across 108 single-family homes and 243 kW-DC will be installed on four multi-family structures, all at no cost to property owners. Using leveraged funding, Stockton Energy for all may also provide residents with roof repairs and electrical service panel upgrades to help make their homes “solar ready” and/or prepared for full-building electrification.

All project outputs will specifically benefit low-income households. As a result, all single-family homes must be owner-occupied by a low-income household to qualify. For multi-family installations, GRID Alternatives will specifically target properties that are providing affordable housing to low-income residents.

Stockton Energy for All will be led by GRID Alternatives, an Oakland-based nonprofit organization that installs solar power systems and provides job training opportunities in the process. The workforce development services offered by GRID Alternatives will be integrated into the Stockton Rising WDEOP (see previous chapter for more details about the WDEOP).

## Key Accomplishments\*

- » 4 contracts executed for installations on single-family properties
- » 4 contracts executed for installations on multi-family properties

\*From award date (January 2018) through the end of FY 2020-'21 (June 2021)

### Project Details

Launch date  
**December 2020**

Anticipate completion date  
**September 2023**

Project lifetime (post-implementation)  
**40 years**

TCC grant funds  
**\$2,068,281**

Leveraged funds  
**\$1,431,173**

### Estimated Benefits Over Project Lifetime

GHG emissions reductions  
**6,748 MTCO<sub>2</sub>e**

PM 2.5 reductions  
**936 pounds**

NOx reductions  
**3,735 pounds**

Reactive organic gas reductions  
**595 pounds**

Renewable energy generation  
**28,457,555 kWh**

Energy cost savings  
**\$3,801,929**

Direct jobs from TCC dollars  
**8 FTEs**

Indirect jobs from TCC dollars  
**2 FTEs**

Induced jobs from TCC dollars  
**5 FTEs**



# Urban Forestry



Trees being planted in the TCC project area at Mattie Harrell Park. Photo credit: City of Stockton

**STOCKTON RISING'S URBAN FORESTRY PROJECT**, known locally as the Urban Forest Renovation Project, will reverse a decline in tree canopy in the project area through the planting of 1,750 trees (in addition to the 117 that will be planted as part of the Miner Avenue Complete Street Improvement Project). Plantings will occur at locations where trees were lost to natural events (many of which are in the city's public parks), as well as new locations that will be identified by Stockton Rising's collaborative stakeholder structure. All of the trees will belong to species that will thrive and are as drought tolerant as possible to minimize watering. As the trees mature, they will reduce GHGs by sequestering carbon. Moreover, the trees will help absorb local air pollutants such as PM 2.5 and NOx, as well as stormwater runoff.

The City of Stockton will lead project implementation and will also be responsible for maintaining trees that are on public land. Little Manila Rising (LMR) will host 10 community tree planting events in which residents can learn basic tree planting skills. Additionally, LMR will hire and train 25 seasonal, part-time workers to assist with planting activities. PUENTES will serve in a supporting role, assisting with trainings for volunteers at planting events.

## Key Accomplishments

*Implementation pending*



### Estimated Benefits Over Project Lifetime

Launch date  
December 2020

Anticipated completion date  
September 2023

Project lifetime (post-implementation)  
40 years

TCC grant funds  
\$1,835,000

Leveraged funds  
\$0

### Estimated Benefits Over Project Lifetime

GHG emissions reductions  
1,697 MTCO<sub>2</sub>e

Total PM 2.5 reductions  
533 pounds

Total NOx reductions  
5,725 pounds

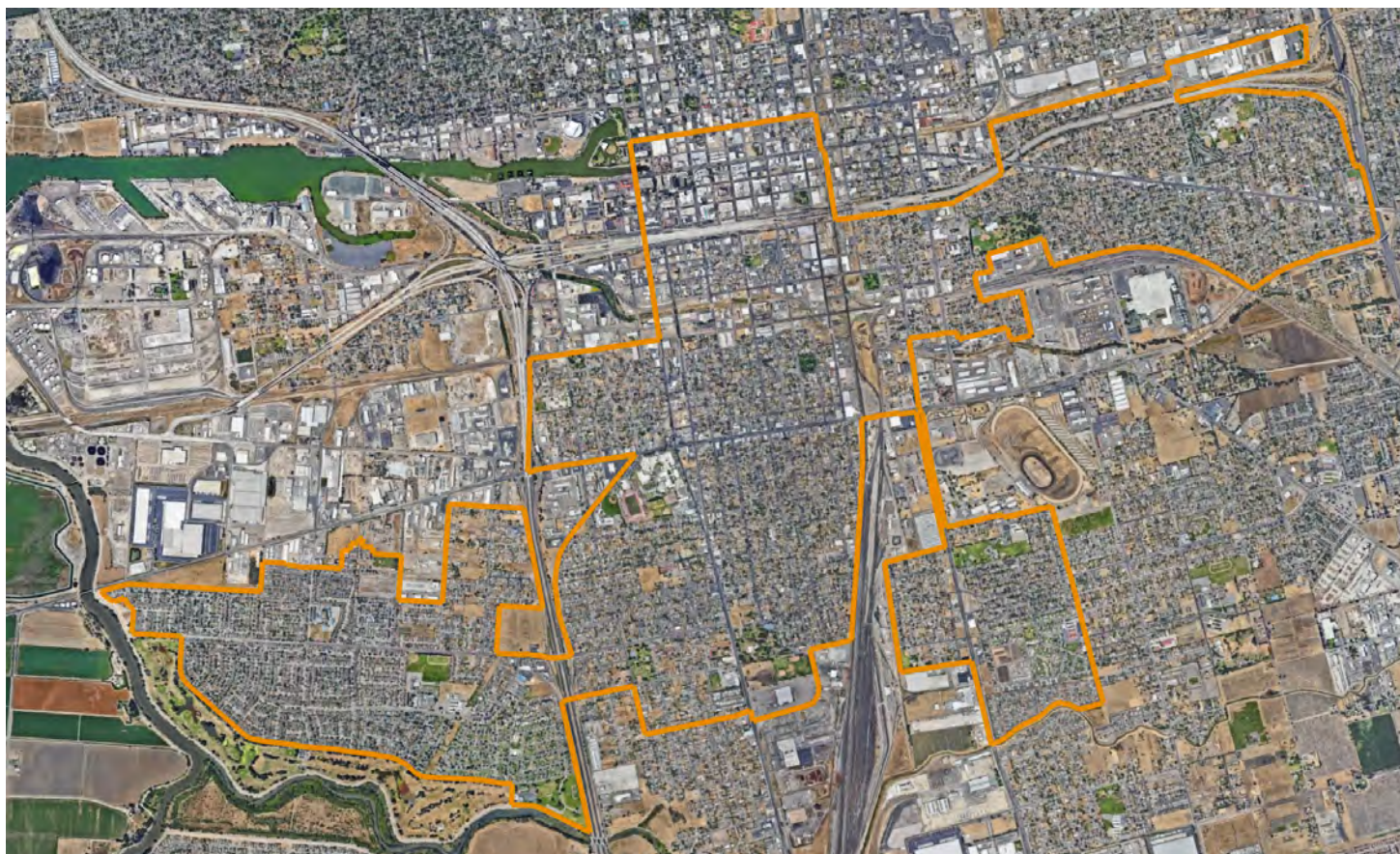
Avoided stormwater runoff  
11,340,676 gallons

Direct jobs from TCC dollars  
19 FTEs

Indirect jobs from TCC dollars  
4 FTE

Induced jobs from TCC dollars  
7 FTEs

# INDICATOR TRACKING: BASELINE DATA



**Aerial view of the Stockton TCC site boundary; the site is 5.0 square miles and measures 5.1 miles from west to east and 2.7 miles from north to south at the farthest points. Photo credit: Google Earth 2022**

**THE FIRST STEP IN EVALUATION** is to establish baseline data for indicators in treatment and control settings prior to an intervention. In the context of Stockton Rising, the treatment setting is the TCC project boundary area (and the census tracts it encompasses), while the control setting is a group of census tracts that are demographically and environmentally similar to the treatment tracts, but did not receive a TCC award. In addition to looking at baseline conditions in the project boundary area and control tracts, the LCI evaluation team will also be looking at baseline conditions at the scale of San Joaquin County and the State of California. This will help demonstrate whether TCC investments are addressing equity gaps at broader geographic scales.

The following section provides a summary of the baseline conditions for indicators that the LCI evaluation team will be tracking throughout TCC grant implementation. When possible, baseline data is reported over a five-year period preceding grant implementation (2016-2020); otherwise, a pre-investment snapshot or truncated trend line is provided. For some indicators, treatment and control sites may have pre-investment trend lines that differ in scale and direction. At this stage, these differences reflect the inherent heterogeneity of disadvantaged communities in California. These differences will be more meaningful after grant implementation, when they can be viewed alongside differences in post-investment trend lines.

## Demographics

The population in the TCC project area Stockton decreased at a statistically significant rate over the past decade, a trend that is inconsistent with the rest of San Joaquin County and California (see **Table 4**). It's difficult to assess whether the population decline is actually reflective of what's happening in the community or a result of decreased turnout for the 2020 census.

In terms of race and ethnicity, there has been a statistically significant decrease in the relative size of the non-Hispanic Asian population the project area. This decline has

been coupled with a statistically significant increase in the relative size of the Hispanic population and non-Hispanic white population. Excluding the increase in Hispanic individuals, the statistically significant demographic shifts in the TCC project area are incongruent with what is happening at the county and state level. Again, it's difficult to assess whether these shifts are consistent with what's actually happening on the ground, or a result of a systematic undercount in the 2020 census.

**Table 4: ACS Demographic Indicators<sup>14</sup>**

Indicator	ACS Five-year Sample	TCC Census Tracts	Control Census Tracts	San Joaquin County	California
Total population	2016-2020	38,501	47,196	751,615	39,346,023
	2011-2015	53,043	54,154	708,554	38,421,464
	% Change	-27.4%*	-12.8%*	+6.1%*	+2.4%*
Percent Hispanic, all races	2016-2020	73.6%	56.8%	41.7%	39.1%
	2011-2015	68.5%	55.3%	40.1%	38.4%
	% Change	+7.4%*	+2.7%	+4.0*	+1.8*
Percent Non-Hispanic, Asian	2016-2020	8.1%	14.6%	15.5%	14.6%
	2011-2015	13.9%	15.4%	14.5%	13.5%
	% Change	-41.6%*	-5.6%	+7.3%*	+8.1*
Percent Non-Hispanic, Black	2016-2020	10.3%	11.8%	6.8%	5.4%
	2011-2015	10.1%	8.5%	6.7%	5.6%
	% Change	+1.8%	+39.3%*	+0.9%	-3.2%*
Percent Non-Hispanic, White	2016-2020	6.2%	14.0%	30.7%	36.5%
	2011-2015	4.7%	17.3%	34.3%	38.7%
	% Change	+30.1%*	-19.0%*	-10.5%*	-5.7%*
Percent Non-Hispanic, others (Pacific Islander, American Indian, two or more races, and other)	2016-2020	1.8%	2.8%	5.3%	4.4%
	2011-2015	2.8%	3.5%	4.4%	3.7%
	% Change	-35.3%	-19.4%	+20.1%*	+16.4*
Percent foreign-born population	2016-2020	33.7%	28.1%	23.0%	26.6%
	2011-2015	35.9%	29.1%	23.3%	27.0%
	% Change	-6.1%	-3.5%	-1.3%	-1.7%*

\* Statistically significant at the 95% confidence level. Significance tests were conducted in accordance with methods described by the U.S. Census Bureau in *Understanding and Using American Community Survey Data: What All Data Users Need to Know* (2018).

<sup>14</sup> See Appendix 7 for the following details: (1) the ACS table numbers that were sourced for each indicator; (2) additional estimates for 2012-2016, 2013-2017, 2014-2018, and 2015-2019; and (3) the margins of error for all estimates.



## Economy

Economic conditions in the TCC project area in Stockton appear to have improved according to multiple ACS indicators during the decade that followed the recession: median household income, high income attainment, and the employment rate increased, while poverty levels decreased. All of these trends were statistically significant. Moreover, these trends are consistent with what is occurring at the county and state level (see Table 5).

Mixed results were observed for educational attainment, a precursor to economic mobility. While the share of the population with less than a high school education has gone down at statistically significant rate, so too have the share of individuals with a bachelor's degree. However, the latter trend was too marginal to be statistically significant.

**Table 5: ACS Economic Indicators<sup>15</sup>**

Indicator	ACS Five-year Sample	TCC Census Tracts	Control Census Tracts	San Joaquin County	California
Median household income <sup>17</sup>	2016-2020	\$36,591	\$43,601	\$68,628	\$78,672
	2011-2015	\$28,556	\$33,600	\$53,274	\$61,818
	% Change	+28.1%*	+29.8%*	+28.8%*	+27.3%*
Percent of individuals living below poverty	2016-2020	30.2%	25.2%	13.7%	12.6%
	2011-2015	39.2%	30.8%	18.6%	16.3%
	% Change	-23.0%*	-18.0%*	-26.4%*	-22.8%*
Percent high-income households (\$125k+)	2016-2020	4.6%	8.2%	23.0%	29.8%
	2011-2015	2.2%	3.8%	14.0%	20.9%
	% Change	+105.5%*	+114.7%*	+65.3%*	+43.0%*
Percent with less than high school education	2016-2020	43.2%	32.7%	19.9%	16.1%
	2011-2015	48.5%	34.9%	22.0%	18.2%
	% Change	-11.0%*	-6.2%	-9.6%*	-11.7%*
Percent with bachelor's degree or higher	2016-2020	5.0%	10.0%	19.2%	34.7%
	2011-2015	5.1%	9.1%	18.4%	31.4%
	% Change	-2.6%	+10.1%	+4.3%*	+10.4%*
Percent employed in civilian labor force	2016-2020	50.5%	49.9%	56.0%	59.4%
	2011-2015	44.7%	45.9%	52.7%	56.9%
	% Change	+13.0%*	+8.7%*	+6.3%*	+4.4%*

\* Statistically significant at the 95% confidence level. Significance tests were conducted in accordance with methods described by the U.S. Census Bureau in *Understanding and Using American Community Survey Data: What All Data Users Need to Know* (2018).

<sup>15</sup> See Appendix 7 for the following details: (1) the ACS table numbers that were sourced for each indicator; (2) additional estimates for 2012-2016, 2013-2017, 2014-2018, and 2015-2019; and (3) the margins of error for all estimates.

<sup>17</sup> Median incomes for the TCC project area and TCC control tracts are not true medians because the evaluator did not have access to the underlying survey data. So to construct a representative median for the TCC project area and TCC control tracts, the evaluator aggregated the number of households in each income range in Table B19001 for selected census tracts, calculated cumulative shares for each range, and used linear interpolation to determine the median. This approach assumes an even distribution of incomes within the range that contains the midpoint. This approach yields a comparable figure to the median income within the aggregated tracts, but it overestimates the margin of error compared to methods that rely on actual survey data. Given these limitations, the evaluator only estimated the median for this indicator and did not conduct a test for statistical significance. More details about the methodology can be found in California Department of Finance (2011) *Re-calculating Medians and their Margin of Errors for Aggregated ACS Data*.

## Energy

There is a limited set of energy-related indicators that can be tracked at the census tract scale or smaller given the regional nature of electricity generation and transmission. Also, utility data on electricity and gas consumption at the address level are not publicly available for privacy reasons. However, several useful indicators can be obtained at an appropriate geographic scale for tracking trends in local energy resources. In particular, ACS data can be used to examine the reliance of different communities on fossil fuels for heating purposes. Additionally, satellite data processed and maintained by Stanford University's DeepSolar Project can be used to examine the prevalence of solar PV systems among households in different communities.

Within the TCC project area, it appears that residents are becoming increasingly more reliant on natural gas utili-

ties for their heating needs, and less reliant on electrical heating appliances (see **Table 6**). This trend was consistent was also observed for San Joaquin County as a whole, but the reverse is true for California. This discrepancy may be due to the economic recovery of households in the Central Valley after the foreclosure crisis, whereby low-income households feel like they can better afford to run heating or cooking appliances fueled by natural gas.

With respect to solar PV installations, data were not available for different points in time, but were available at different geographic scales, showing a disparity in solar PV adoption among TCC residents relative to the rest of the county and state (See **Table 7**). Compared with the rest of the state and county, the adoption rate in the TCC project area is less than half that of the state.

**Table 6: ACS Energy Indicators<sup>18</sup>**

Indicator	ACS Five-year Sample	TCC Census Tracts	Control Census Tracts	San Joaquin County	California
Percent of households heating home with electricity	2016-2020	25.7%	28.0%	25.6%	27.1%
	2011-2015	30.5%	31.3%	29.0%	26.2%
	% Change	-15.6%*	-10.5%	-11.6%*	+3.5%*
Percent of households heating home with utility gas	2016-2020	71.6%	67.9%	67.4%	63.6%
	2011-2015	67.6%	65.1%	65.0%	65.0%
	% Change	+5.9%*	+4.4%	+3.7%*	-2.2%*
Percent of households heating home with other fossil fuels (bottled, tank, or liquefied petroleum gas; fuel oil, kerosene, etc.; coal or coke)	2016-2020	0.9%	1.2%	3.6%	3.6%
	2011-2015	0.8%	0.9%	3.5%	3.4%
	% Change	+23.2%	+26.4%	+4.2%	+6.4%*
Percent of houses with no fuel used	2016-2020	1.2%	1.3%	1.0%	3.2%
	2011-2015	0.7%	1.7%	0.6%	3.2%
	% Change	+69.0%	-25.7%	+50.6%*	+0.8%

\*Statistically significant at the 95% confidence level. Significance tests were conducted in accordance with methods described by the U.S. Census Bureau in *Understanding and Using American Community Survey Data: What All Data Users Need to Know* (2018).

**Table 7: Solar PV Systems per 1,000 Households<sup>19</sup>**

Indicator	Dataset Year	TCC Census Tracts	Control Census Tracts	San Joaquin County	California
Solar PV Systems for All Building Types	2018	23.3	33.2	61.70	49.4

<sup>18</sup> See Appendix 7 for the following details: (1) the ACS table numbers that were sourced for each indicator; (2) additional estimates for 2012-2016, 2013-2017, 2014-2018, and 2015-2019; and (3) the margins of error for all estimates.

<sup>19</sup> Solar PV system data were sourced from *The DeepSolar Project*, a product of Stanford Engineering. For TCC census tracts and control tracts, a weighted average was applied, as based on the number of households within each census tract (using 2011-2015 ACS data)

## Environment

Like energy indicators, there is a limited set of environmental quality indicators that can be tracked at the neighborhood scale from secondary sources. The California Environmental Protection Agency (CalEPA) and the California Office of Environmental Health Hazard Assessment (OEHHA) publish a number of environmental metrics at the census tract level (e.g., air pollutants, pesticide use, drinking water contaminants, etc.) through the CalEnviroScreen tool, but these metrics are derived from a sample of data collected at a more coarse geographic scale, and then modeled or estimated at the census tract level.<sup>14</sup> The resulting data are helpful for ranking census tracts according to their likely pollution burden, but are not a reliable source for measuring the effects of the Stockton Rising initiative over time.

Satellite data, however, are regularly updated and can be used to measure changes in land cover at small geographic scales. The National Agriculture Imagery Program (NAIP) administered by the United States Department of Agriculture (USDA) Farm Service Agency (FSA), provides satellite imagery at a one-meter ground sample distance with an infrared band that allows researchers to classify imagery according to the spectral wavelengths of different land-cover types. This classification process, however, is resource intensive because it requires time and expertise to properly stitch together satellite imagery at the neighborhood scale. For that reason, the LCI evaluation team will refrain from analyzing vegetative cover within the Stockton project area until the end of project implementation, when

pre and post-implementation imagery can be processed alongside one another, thereby allowing for cost-efficiencies in processing labor.

As an interim measure of vegetative cover, the LCI evaluation team has analyzed the percentage of open space within the Stockton Rising project area and comparison geographies (see **Table 8**). The underlying data for this analysis was obtained from the California Protected Areas Database (CPAD). This database reflects lands that are owned in fee and protected for open space purposes by over 1,000 public agencies or non-profit organizations. It's important to note that this database does not include open space that is not formally designated as such (e.g., landscaped medians, tree wells along sidewalks, etc.), nor does it include privately held open space (e.g., backyards, golf courses, etc.), so it is an imperfect proxy of total vegetative cover within the project area. Nonetheless, open space coverage does communicate how much of a neighborhood is expressly protected from hardscaped development.

According to data from CPAD, about 3% of the total project area is open space. When normalized by population, that translates to about 114 square feet of open space per resident. The World Health Organization recommends the availability of a minimum of 9 square meters (or 97 square feet) of green space per individual.<sup>15</sup> The Stockton Rising project area exceeds that threshold by 18%. For a spatial overview of where much of this open space is located within the project area, see the detailed map in **Appendix 1**.

**Table 8: Open Space Indicators<sup>16</sup>**

	Stockton Rising Project Area Boundary	Control Census Tracts	San Joaquin County	California
Open access (sq mi)	0.16	0.13	11	58,750
Total area (sq mi)	5	26	1,427	163,696
Percent of open access	3%	0.5%	1%	36%
Total population <sup>17</sup>	38,501	47,196	751,615	39,346,023
Open access per person (sq ft)	114	75	410	41,629

<sup>14</sup> CalEPA and OEHHA, 2017. CalEnviroScreen 3.0.

<sup>15</sup> World Health Organization. 2012. Health Indicators of Sustainable Cities in the Context of the Rio+20 UN Conference on Sustainable Development

<sup>16</sup> Open space indicators were derived from the December 2021 edition of the California Protected Areas Database (CPAD). Accessible at: <https://www.calands.org/cpad/>

<sup>17</sup> Based on 2016-2020 ACS data.

## Health

Health data are highly sensitive information and are not generally available from secondary sources at a temporal and geographic scale appropriate for measuring neighborhood-level transformations. Many of the indicators of interest to TCC stakeholders, such as changes in the prevalence of asthma, obesity, diabetes, and heart disease, are only available at the zip code level or are not released annually. Stockton's TCC project boundary area, however, is much smaller than the zip code boundaries that it bisects (see **Appendix 1** for an overlap between the TCC project boundary area and zip code boundaries). Nonetheless, there are two health related indicators that can be tracked at a geographic scale that is appropriate for evaluating the effects of Stockton Rising: health insurance coverage and vehicle collisions involving a cyclist or pedestrian.

While enrolling individuals in health insurance programs is not an explicit objective of Stockton Rising, it could be an indirect effect of the initiative. Workforce development components of Stockton Rising could provide workers access to jobs that have employer sponsored health in-

surance packages or the supplemental income needed to purchase health insurance from the public market. Within the TCC project area, there has already been a statistically significant trend towards increased enrollment in health insurance, which is true for San Joaquin County and California as well. This could be explained by the rollout of the Affordable Care Act in 2010. See **Table 9** for a summary of these trends.

Pedestrian- and bicyclist-involved vehicle collisions continue to be a concern in California.<sup>19</sup> Stockton Rising's investments in active transportation infrastructure should theoretically lead to a decline in vehicle collisions involving bicyclists and pedestrians. Prior to these investments, total vehicle collisions involving a bicyclist in the TCC project area declined by 25% from 2015 to 2020 (20 to 15 collisions, respectively). Collisions involving a pedestrian also declined, at a rate of 29% during the same period (22 to 31 collisions, respectively). See **Table 10** for a summary of collisions involving bicyclists and pedestrians in both the TCC project area and control sites.

**Table 9: ACS Health Indicators<sup>20</sup>**

Indicator	ACS Five-year Sample	TCC Census Tracts	Control Census Tracts	San Joaquin County	California
Percent with health insurance coverage	2016-2020	88.9%	92.2%	93.7%	92.8%
	2011-2015	77.6%	81.4%	86.0%	85.3%
	% Change	+14.5%*	+13.3*	+8.9%*	+8.8%*
Percent with private insurance coverage	2016-2020	30.0%	37.3%	60.6%	64.3%
	2011-2015	27.9%	37.5%	57.2%	61.2%
	% Change	+7.4%	-0.5%	+6.0%*	+5.0%*
Percent with public insurance coverage	2016-2020	64.4%	61.6%	42.9%	38.0%
	2011-2015	54.6%	50.7%	37.7%	32.6%
	% Change	+18.0%*	+21.4%*	+13.7%*	+16.5%*

\*Statistically significant at the 95% confidence level. Significance tests were conducted in accordance with methods described by the U.S. Census Bureau in *Understanding and Using American Community Survey Data: What All Data Users Need to Know* (2018).

<sup>19</sup> CalSTA, 2019, California Office of Traffic Safety 2019 Annual Report

<sup>20</sup> See Appendix 7 for the following details: (1) the ACS table numbers that were sourced for each indicator; (2) additional estimates for 2012-2016, 2013-2017, 2014-2018, and 2015-2019; and (3) the margins of error for all estimates.



**Table 10: Vehicle Collisions Involving Bicyclists and Pedestrians<sup>21,22</sup>**

Indicator	Data Range	Gross Number		Normalized per 1,000 Street Miles	
		TCC Project Boundary Area	Control Census Tracts	TCC Project Boundary Area	Control Census Tracts
Bicycle Collision at Injury Level 1: Fatal	2020	2	0	15.1	0.0
	2015	0	0	0.0	0.0
	% Change	+100%	No change	+100%	No change
Bicycle Collision at Injury Level 2: Severe Injury	2020	3	0	22.7	0.0
	2015	2	2	15.1	10.0
	% Change	+50%	-100%	+50%	-100%
Bicycle Collision at Injury Level 3: Visible Injury	2020	6	5	45.4	24.9
	2015	8	6	60.5	29.9
	% Change	-25%	-17%	-25%	-17%
Bicycle Collision at Injury Level 4: Complaint of Pain	2020	4	2	30.3	10.0
	2015	10	17	75.7	84.7
	% Change	-60%	-88%	-60%	-88%
Pedestrian Collision at Injury Level 1: Fatal	2020	4	3	30.3	15.0
	2015	1	2	7.6	10.0
	% Change	+300%	+50%	+299%	+50%
Pedestrian Collision at Injury Level 2: Severe Injury	2020	5	7	37.8	34.9
	2015	6	3	45.4	15.0
	% Change	-17%	+133%	-17%	+133%
Pedestrian Collision at Injury Level 3: Visible Injury	2020	8	5	60.5	24.9
	2015	10	13	75.7	64.8
	% Change	-20%	-62%	-20%	-62%
Pedestrian Collision at Injury Level 4: Complaint of Pain	2020	5	7	37.8	34.9
	2015	14	9	105.9	44.9
	% Change	-64%	-22%	-64%	-22%

<sup>21</sup> Collision data were obtained from the Transportation Injury Mapping System (TIMS). The numbers presented here are conservative in that they do not include collisions that were missing geographic coordinates in TIMS. Street mileage was obtained from OpenStreetsMap (OSM) and totaled 132 miles for the project area and 201 miles for the control tracts. See Appendix 7 for results at different buffer sizes to capture collisions with geographic coordinates that may not have perfectly overlapped with street lines within the project area and control tracts.

<sup>22</sup> Vehicle collisions involving bicycles and pedestrians are not mutually exclusive because some accidents may involve both modes.

## Housing

There are a number of housing related indicators that can be tracked using ACS data: housing cost burden, housing crowding, tenure (i.e., residents in the same house one year ago), and vacancies of units for rent or for sale. Taken together, these indicators provide a snapshot of displacement pressures that may be occurring in the TCC project area. High rent burdens, low vacancies, short tenures, and crowded conditions all suggest that a neighborhood is vulnerable to residential displacement or already experiencing displacement.<sup>23</sup> See **Tables 11** and **12** for a summary of the housing indicators tracked for renters and homeowners in the TCC project area and comparison geographies.

Statistically significant housing trends for renters in the TCC project area include: decreased housing cost burden

(at or above 50% of household income); increased tenure; and a decline in the percentage of rental units that are vacant. These were all consistent with the rest of San Joaquin County and California, except for housing tenure, which went down in the rest of the state. This may suggest that gentrification and displacement pressures in the project area are not as intense as in the rest of the state because renters have been able to maintain their housing for a longer period of time.

Meanwhile there were no statistically significant trends for homeowners over the past five years in the TCC project area. This speaks to the relative stability of homeownership relative to renting.

**Table 11: ACS Housing Indicators for Renters<sup>24</sup>**

Indicator	ACS Five-year Sample	TCC Census Tracts	Control Census Tracts	San Joaquin County	California
Percent renters**	2016-2020	60.8%	56.0%	42.3%	44.7%
	2011-2015	62.1%	54.9%	43.4%	45.7%
	% Change	-2.0%	+2.1%	-2.5%*	-2.1%*
Percent of renters paying ≥30% of income on rent**	2016-2020	60.7%	60.3%	51.4%	51.5%
	2011-2015	64.2%	63.7%	54.2%	54.0%
	% Change	-5.4%	-5.3%	-5.3%*	-4.5%*
Percent of renters paying ≥50% of income on rent**	2016-2020	30.3%	36.6%	24.3%	26.2%
	2011-2015	35.9%	35.7%	29.0%	28.2%
	% Change	-15.7%*	+2.7%	-16.0%*	-7.1%*
Percent of renters in with more than one occupant per room in their unit**	2016-2020	8.6%	7.7%	5.0%	5.9%
	2011-2015	10.8%	8.2%	5.0%	6.0%
	% Change	-20.4%	-5.7%*	+0.5%	-1.8%*
Percent of renters in same house in same house one year ago**	2016-2020	58.9%	48.2%	34.4%	35.6%
	2011-2015	47.5%	39.4%	32.7%	34.7%
	% Change	+23.8%*	+22.4%*	+5.2%*	-2.7%*
Percent of housing units for rent that are vacant	2016-2020	1.1%	3.1%	1.5%	1.6%
	2011-2015	5.1%	5.7%	2.3%	1.8%
	% Change	-78.2%*	-46.0%*	-33.0%*	-10.7%*

\*Statistically significant at the 95% confidence level. Significance tests were conducted in accordance with methods described by the U.S. Census Bureau in *Understanding and Using American Community Survey Data: What All Data Users Need to Know* (2018).

\*\*Refers to households rather than individuals.

<sup>23</sup> Zuk, M., Bierbaum, A. H., Chapple, K., Gorska, K., Loukaitou-Sideris, A., Ong, P., & Thomas, T. (2015, August). Gentrification, displacement and the role of public investment: a literature review. In Federal Reserve Bank of San Francisco (Vol. 79).

<sup>24</sup> See Appendix 7 for the following details: (1) the ACS table numbers that were sourced for each indicator; (2) additional estimates for 2012-2016, 2013-2017, 2014-2018, and 2015-2019; and (3) the margins of error for all estimates.

**Table 12: ACS Housing Indicators for Homeowners<sup>25</sup>**

Indicator	ACS Five-year Sample	TCC Census Tracts	Control Census Tracts	San Joaquin County	California
Percent homeowners**	2016-2020	39.2%	44.0%	57.7%	55.3%
	2011-2015	37.9%	45.1%	56.6%	54.3%
	% Change	+3.5%	-2.6%	+1.9%*	+1.7%*
Percent of homeowners paying ≥30% of income on mortgage**	2016-2020	25.5%	28.6%	14.3%	15.4%
	2011-2015	29.0%	28.6%	17.6%	18.2%
	% Change	-12.0%	+<0.1%	-18.7%*	-15.2%*
Percent of homeowners paying ≥50% of income on mortgage**	2016-2020	6.4%	5.0%	4.9%	5.2%
	2011-2015	6.0%	4.4%	6.6%	6.2%
	% Change	+6.3%	+12.7%	-25.2%*	-17.0%*
Percent of homeowners in with more than one occupant per room in their unit**	2016-2020	4.2%	3.3%	2.8%	2.3%
	2011-2015	5.4%	3.8%	2.3%	2.2%
	% Change	-22.3%	-12.5%	+25.1%*	+5.9%*
Percent of homeowners in same house one year ago**	2016-2020	35.8%	41.3%	53.7%	52.7%
	2011-2015	37.0%	42.1%	51.4%	51.3%
	% Change	-3.4%	-1.8%	+4.5%*	+2.7%*
Percent of housing units for sale that are vacant	2016-2020	1.0%	1.0%	0.5%	0.5%
	2011-2015	1.2%	1.0%	0.8%	0.7%
	% Change	-18.8%	-1.4%	-39.0%*	-24.8%*

\*Statistically significant at the 95% confidence level. Significance tests were conducted in accordance with methods described by the U.S. Census Bureau in *Understanding and Using American Community Survey Data: What All Data Users Need to Know* (2018).

\*\*Refers to households rather than individuals.

<sup>25</sup>Ibid.

## Transportation

Within the TCC project area, there has been a statistically significant shift away from carpooling toward driving alone for commutes to work. The decline in carpooling is consistent at the county and state scale, while the increase in driving alone is unique to the TCC site and San Joaquin County (see **Table 13**). According to project partners, this inconsistency may be due to the relative share of super commuters in Stockton and San Joaquin County compared to the rest of the state. Many of these super commuters may have had to return to less flexible jobs that do not allow for remote work.

Aside from the ACS data on commutes to work, there is no other secondary data that is updated on an annual basis at the census tract scale or smaller for understanding the travel behavior of TCC project area residents in relation to the comparison to geographies. The last National Household Travel Survey, for example, was conducted in 2017.<sup>26</sup>

In addition to looking at travel behavior, this report also provides baseline data on the adoption rate of electric vehicles (EV) and the rollout of EV charging infrastructure. While these are not explicit objectives of Stockton Rising, they could be indirectly affected. For example, improved economic outcomes for TCC residents alongside community education about the environmental goals of TCC could lead to changes in consumer demand for zero-emission technologies.

Prior to TCC investment, the adoption of electric vehicles in the TCC project area appears to be growing at a faster rate than the rest of San Joaquin County when normalized by population (see **Table 14**).<sup>27</sup> Meanwhile, the relative growth rates of publicly available EV charging stations in the TCC project area versus the county are difficult to compare because there were zero stations in the TCC project area at the start of the study period (see **Table 15**), so any increase appears significant in relative terms.

**Table 13: ACS Transportation Indicators<sup>28</sup>**

Indicator	ACS Five-year Sample	TCC Census Tracts	Control Census Tracts	San Joaquin County	California
Percent of workers commuting to work by car (alone)	2016-2020	80.3%	77.8%	78.6%	72.1%
	2011-2015	69.2%	74.4%	76.6%	73.4%
	% Change	+15.9%*	+4.5%	+2.6%*	-1.8%*
Percent of workers commuting to work by carpool	2016-2020	14.0%	14.6%	12.2%	10.0%
	2011-2015	23.1%	18.7%	14.8%	10.8%
	% Change	-39.4%*	-21.8%*	-17.4%*	-7.8%*
Percent of workers commuting to work by public transit	2016-2020	1.8%	2.3%	1.6%	4.6%
	2011-2015	1.7%	0.8%	1.5%	5.2%
	% Change	+7.2%	+187.8%*	+10.3%	-11.5%*
Percent of workers commuting to work by foot	2016-2020	0.9%	0.9%	1.3%	2.5%
	2011-2015	1.2%	1.3%	1.9%	2.7%
	% Change	-25.5%	-32.6%	-29.4%*	-6.8%*
Percent of workers commuting to work by bike	2016-2020	0.5%	0.4%	0.3%	0.8%
	2011-2015	0.6%	1.0%	0.5%	1.1%
	% Change	-19.9%	-58.2%	-44.3%*	-24.7%*

\* Statistically significant at the 95% confidence level. Significance tests were conducted in accordance with methods described by the U.S. Census Bureau in *Understanding and Using American Community Survey Data: What All Data Users Need to Know* (2018).

<sup>26</sup> <https://nhts.dot.ca.gov/>

<sup>27</sup> Data were not collected for California at this time because it must be requested by county directly from the California Air Resources Board (CARB).

<sup>28</sup> See Appendix 7 for the following details: (1) the ACS table numbers that were sourced for each indicator; (2) additional estimates for 2012-2016, 2013-2017, 2014-2018, and 2015-2019; and (3) the margins of error for all estimates.

**Table 14: Plug-in Electric Vehicle (PEV) Registrations<sup>29</sup>**

Indicator	Dataset Year	Gross Number			Normalized per 10,000 Residents		
		TCC Census Tracts	Control Census Tracts	San Joaquin County	TCC Census Tracts	Control Census Tracts	San Joaquin County
Battery electric vehicle (BEV)	2020	55	45	2,882	14.3	9.5	38.3
	2015	5	8	459	0.9	1.5	6.5
	% Change	+1000%	+463%	+528%	+1489%	+533%	+489%
Plug-in hybrid electric vehicle (PHEV)	2020	99	69	2,401	25.7	14.6	31.9
	2015	20	9	385	3.8	1.7	5.4
	% Change	+395%	+668%	+524%	+576%	+441%	+491%
Fuel cell vehicle (FCEV)	2020	0	0	19	0	0	<1.0
	2018	0	0	0	0	0	0
	% Change	No change	No change	+90%	No change	No change	+200%
Total EVs	2020	154	114	5,302	40	24.1	70.5
	2015	25	17	844	4.7	3.1	11.9
	%Change	+516%	+571%	+528%	+751%	+677%	+492%

**Table 15: Publicly Available Charging Infrastructure<sup>30</sup>**

Indicator	Dataset Year	Gross Number			Normalized per 10,000 Residents		
		TCC Census Tracts	Control Census Tracts	San Joaquin County	TCC Census Tracts	Control Census Tracts	San Joaquin County
Level 2 Stations	2020	2	0	41	0.5	0	0.6
	2015	0	0	28	0	0	0.4
	% Change	+100%	No Change	+46%	+100%	No Change	+50%
DC Fast-Charging Stations	2020	0	0	11	0	0	0.1
	2015	0	0	7	0	0	0.1
	% Change	No Change	No Change	+57%	No Change	No Change	No Change

\* Difference is due to population growth because there was no change in charging stations.

<sup>29</sup> EV registration data were obtained by request from the California Air Resources Boards (CARB) Online Fleet Database. The EV registration data were normalized with 2015 and 2020 five-year ACS data.

<sup>30</sup> Charging station data were obtained by request from the Alternative Fuels Data Center (AFDC), a resource administered by the U.S. Department of Energy's Office of Energy Efficiency and Renewable Energy's Vehicle Technologies Office. The 2015 and 2020 datasets include active stations and does not include stations that have previously opened and closed. The charging station data were normalized with 2015 and 2020 five-year ACS data.

# APPENDICES

## Appendix 1: Supplemental Maps

Stockton Rising: TCC Project Area Map



Detailed project map. Figure credit: City of Stockton



### Stockton TCC Project Area Overlay Maps

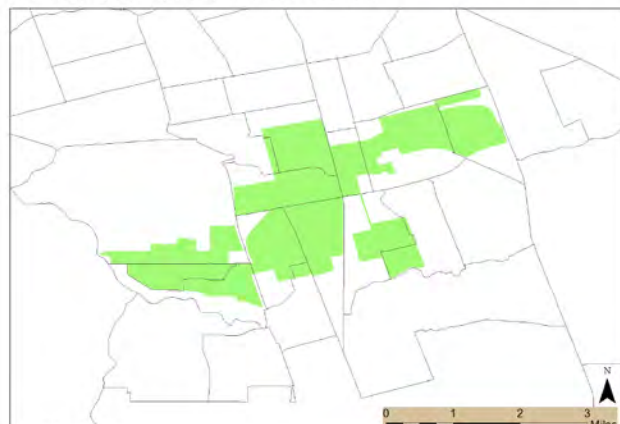


Stockton TCC Project Area



Census Block Groups (37)

(#) = number of geographic units that intersect with TCC project area (excluding units with less than 2% of total area under TCC project area)  
Census tract, block group, and zip code maps from US Census Bureau (2019)



Census Tracts (12)



Zip Code Tabulation Areas (4)

Maps depicting the scale of the TCC project area. Figure credit: UCLA Luskin Center for Innovation



## Appendix 2

### Summary of Methods for Estimating Project Benefits

Benefit	Methodology	Version	Revision Date
Avoided stormwater runoff	California Air Resources Board (CARB) Quantification Methodology (QM): Urban Greening Grant Program	Version 2	2/4/2019
Energy use and cost savings	CARB QM: Low-Income Weatherization Program	N/A	1/22/2019
	CARB QM: Water-Energy Grant Program	Version 3	10/6/2018
Greenhouse gas (GHG) reductions	CARB QM: Low-Income Weatherization Program	N/A	1/22/2019
	CARB QM: Urban Greening Grant Program	Version 2	2/4/2019
	CARB QM: Water-Energy Grant Program	Version 3	10/6/2018
Jobs	CARB Job Co-benefit Assessment Methodology	N/A	1/31/2020
Local air pollutant reductions	CARB QM: Low-Income Weatherization Program	N/A	1/22/2019
	CARB QM: Urban Greening Grant Program	Version 2	2/4/2019
	CARB QM: Water-Energy Grant Program	Version 3	10/6/2018
Renewable energy generation	CARB QM: Low-Income Weatherization Program	N/A	1/22/2019
Travel cost savings	CARB QM: Urban Greening Grant Program	Version 2	2/4/2019
Vehicle miles traveled (VMT) reductions	CARB QM: Urban Greening Grant Program	Version 2	2/4/2019
Water cost savings	Evaluator methodology <sup>15,16,17</sup>	N/A	N/A
Water use reduction	CARB QM: Water-Energy Grant Program	Version 3	10/6/2018

<sup>15</sup> At the time of writing this report, CARB did not provide a methodology for estimating water cost savings. Thus, the evaluation team developed a custom methodology for estimating water cost savings from Stockton Rising's water efficiency interventions. Using the total water use reduction estimate from CARB's GHG Quantification Methodology for Water-Energy Projects (11,927,092 gallons), the evaluation team proportionally allocated those cost savings to the two different catchment zones in the TCC project area served by the California Water Service Company (98% of the project area) and the City of Stockton Municipal Utilities Department (2% of the project area). The evaluation team then applied the most conservative cost estimate from each utility's rate schedule to the water savings that were allocated to each catchment zone: \$3.18 per centum cubic foot (CCF) for CalWater and \$2.11 per CCF for The City of Stockton Municipal Utilities Department.

<sup>16</sup> The rate schedule for the California Water Service Company was obtained from:  
<http://www.stocktonca.gov/government/departments/adminServices/ubilServFee.html>

<sup>17</sup> The rate schedule for the City of Stockton Municipal Utilities Department was obtained from:  
<http://www.stocktonca.gov/government/departments/adminServices/ubilServFee.html>

## Appendix 3:

### Rise Stockton Coalition Members

Member Organization	Organization Mission	Organization Location
Asian-Pacific Self-Development And Residential Association (APSARA)	Provide leadership for the San Joaquin County residents by collaborating with the larger community to provide a safe, positive environment that promotes economic independence.	Stockton
Catholic Charities of the Diocese of Stockton	Partner with others in advocating for justice and in assisting those in need by providing help for today and hope for tomorrow.	Stockton
The Climate Center	Work to rapidly reduce greenhouse gas pollution at scale, starting in California.	Santa Rosa
Changeist	Build a community of diverse young people that utilize their personal agency to create a more just society.	Stockton
The Edible Schoolyard Project	Transform the health of children by designing hands-on educational experiences in the garden, kitchen, and cafeteria that connect children to food, nature, and to each other.	Berkeley
Elemental Excelsior	Provide funding and bring commercial opportunities to entrepreneurs who are building world-changing companies.	East Palo Alto
Fathers & Families of San Joaquin*	Reclaim our destiny and to give our people a reason to live, and lead with purpose.	Stockton
The Greenlining Institute	Work toward a future when communities of color can build wealth, live in healthy places filled with economic opportunity, and are ready to meet the challenges posed by climate change.	Oakland
GRID Alternatives Central Valley	Make renewable energy technology and job training accessible to underserved communities.	Fresno
Little Manila Rising	Bring multifaceted equity to Stockton.	Stockton
Public Health Advocates	Bring a public health lens to today's most pressing problems, helping communities to pass laws, reform systems, and establish norms that foster justice, equity, health.	Davis
Promotores Unidas Para la Educacion Nacional Tecnologias Sostenibles (PUENTES)	Fight food deserts, advocates for food education, and encourages the sustainable development of communities by cultivating a connection between people and their food.	Stockton
Restore the Delta	Ensure the health of the San Francisco Bay-Delta estuary and Delta communities.	Stockton
Rising Sun Center for Opportunity	Benefit the community through training, employment, and direct energy and water efficiency services.	Oakland
STAND	Work to make our neighborhood of minority and low-income residents a safer and more desirable place to live.	Stockton
Third City Coalition	Connect local changemakers across all backgrounds to form strong, lasting partnerships.	Stockton

\*Organization dissolved in 2021.

## Appendix 4: Stockton Rising Collaborative Stakeholder Structure (CSS)

Subgroup (meeting frequency)	Purpose	Member (number of members)	Role in Subgroup
Steering Committee (quarterly)	Coordination and alignment of CSS; monitor grant progress; adaptive grant management; and conflict resolution.	City of Stockton (1)	Facilitator and final decision maker
		Public Health Advocates (1)	Community Engagement Coordinator
		Rising Sun Center for Opportunity (1)	Workforce Coordinator
		Project Area Residents (2)	Resident Representatives
Capital Strategies Working Team (bi-monthly)	Coordination of all 7 projects; review progress of projects; and report progress.	City of Stockton (3)	Facilitator and final decision maker (1) and City Representatives (2)
		Edible Schoolyard Project	Project Partner
		GRID Alternatives Central Valley (1)	Project Partner
		Little Manila (1)	Project Partner
		PUENTES (1)	Project Partner
		Rising Sun Center for Opportunity(1)	Project Partner
Community Engagement Working Team (monthly)	Coordination of community engagement activities; oversight of public communications; and onboarding of residents to participate in the CSS.	Project Area Residents (2)	Resident Representatives
		Public Health Advocates (1)	Facilitator*
		Catholic Charities (1)	Project Partner*
		Little Manila (1)	Project Partner*
		Third City Coalition (1)	Community Stakeholder*
		TBD (1)	Community Stakeholder*
Workforce Development Working Team (bi-monthly)	Coordination of workforce development activities; and report on progress of activities.	Project Area Residents (2)	Resident Representatives*
		Rising Sun Center for Opportunity (1)	Facilitator*
		GRID Alternatives Central Valley (1)	Project Partner*
		Insight Garden Program (1)	Project Partner*
		San Joaquin Regional Transportation District (1)	Project Partner*
		Edge Collaborative (1)	Community Stakeholder*
		TBD (1)	Community Stakeholder*
Community Coalition (bi-monthly)	Share information; collect community feedback; ensure alignment of TCC with community priorities; and participate in mandatory consultation process.	Project Area Residents (2)	Resident Representatives*
		Public Health Advocates (1)	Facilitator
		Project Area Residents (unlimited)	Resident Representative*
		Project Area Workers (unlimited)	Worker Representative*

\*Voting members (decisions are made by simple majority of voting members).

## Appendix 5:

### Stockton Rising TCC Census Tracts

Census Tract GeoID Number	City	Population (ACS 2015- 2019 estimate)	Area (sq. mi.)	Population Density (pop./ sq.mi.)	Overlap with TCC Project Area (%)
14000US006077000100	Stockton	3,688	0.73	5,054	65%
14000US006077000600	Stockton	1,703	0.35	4,834	68%
14000US006077000700	Stockton	4,680	0.7	6,713	80%
14000US006077000801	Stockton	7,624	3.43	2,220	13%
14000US006077001900	Stockton	4,681	1.11	4,205	52%
14000US006077002000	Stockton	3,357	0.78	4,329	62%
14000US006077002201	Stockton	2,856	0.85	3,354	36%
14000US006077002202	Stockton	5,079	0.86	5,897	19%
14000US006077002300	Stockton	4,334	0.8	5,389	67%
14000US006077002401	Stockton	5,328	0.74	7,182	66%
14000US006077002503	Stockton	2,258	0.68	3,317	39%
14000US006077002504	Stockton	3,884	0.35	11,186	100%

## Appendix 6:

### Stockton Rising Control Census Tracts

Census Tract GeoID Number	City	Population (ACS 2015- 2019 estimate)	Area (sq. mi.)	Population Density (pop./ sq.mi.)
14000US006077000402	Stockton	4,153	0.56	7,368
14000US006077001500	Stockton	10,290	1.84	5,596
14000US006077001700	Stockton	3,957	0.65	6,079
14000US006077001800	Stockton	4,438	0.74	5,998
14000US006077002100	Stockton	5,727	1.28	4,478
14000US006077002800	Stockton	6,097	2.82	2,160
14000US006077003305	Stockton	4,375	0.79	5,537
14000US006077003313	Stockton	2,895	0.19	15,196
14000US006077003405	Stockton	4,507	0.43	10,538
14000US006077003406	Stockton	3,938	0.32	12,151
14000US006077003409	Stockton	4,159	0.54	7,732
14000US006077003700	Stockton	3,154	16.18	195

## Appendix 7: Indicator Data

### Appendix 7.1: Demographics

**Table A7.1.1: American Community Survey (ACS) Demographic Indicators\***

	Time Period (ACS 5-Year sample)	Estimate for TCC Tracts	MOE	Estimate for Control Tracts	MOE	Estimate for San Joaquin County	MOE	Estimate for California	MOE
<b>Total Population (B01003)</b>	2011-2015	53,043	1,559	54,154	1,736	708,554	0	38,421,464	0
	2012-2016	52,578	1,604	55,033	1,736	714,860	0	38,654,206	0
	2013-2017	51,575	1,718	55,447	1,684	724,153	0	38,982,847	0
	2014-2018	49,960	1,544	57,224	1,678	732,212	0	39,148,760	0
	2015-2019	49,472	1,6745	57,690	1,751	742,603	0	39,283,497	0
	2016-2020	38,501	2,327	47,196	2,327	751,615	0	39,346,023	0
<b>Percent Hispanic, all races (B03002)</b>	2011-2015	68.5%	2.1%	55.3%	2.4%	40.1%	0	38.4%	0
	2012-2016	69.4%	2.1%	55.3%	2.3%	40.5%	0	38.6%	0
	2013-2017	69.3%	2.3%	55.2%	2.5%	40.8%	0	38.8%	0
	2014-2018	68.0%	2.4%	55.6%	2.3%	41.1%	0	38.9%	0
	2015-2019	68.5%	2.6%	56.1%	2.2%	41.4%	0	39.0%	0
	2016-2020	73.6%	3.8%	56.8%	3.4%	41.7%	0	39.1%	0
<b>Percent White, non-Hispanic (B03002)</b>	2011-2015	4.7%	0.7%	17.3%	1.2%	34.3%	0.04%	38.7%	0.0%
	2012-2016	5.3%	0.7%	16.3%	1.2%	33.9%	0.04%	38.4%	0.0%
	2013-2017	5.7%	0.9%	15.7%	1.2%	33.2%	0.04%	37.9%	0.0%
	2014-2018	6.0%	1.0%	15.2%	1.4%	32.5%	0.04%	37.5%	0.0%
	2015-2019	6.6%	1.0%	14.9%	1.3%	31.8%	0.03%	37.2%	0.0%
	2016-2020	6.2%	1.2%	14.0%	1.5%	30.7%	0.1%	36.5%	0.0%
<b>Percent all communities of color, non-Hispanic: Black, Asian, Pacific Islander, American Indian, Other, and Two or More Races (B03002)</b>	2011-2015	26.8%	1.7%	27.4%	1.9%	25.6%	0.3%	22.9%	0.0%
	2012-2016	25.3%	1.6%	28.4%	2.0%	25.7%	0.3%	23.1%	0.0%
	2013-2017	25.0%	1.7%	29.1%	2.0%	26.0%	0.3%	23.3%	0.0%
	2014-2018	26.0%	1.9%	29.2%	2.1%	26.4%	0.3%	23.6%	0.0%
	2015-2019	24.9%	2.0%	29.0%	2.2%	26.7%	0.3%	23.8%	0.0%
	2016-2020	20.2%	2.1%	29.2%	2.5%	27.6%	0.5%	24.4%	0.1%

\*Margins of Error (MOE) for the county and the state are obtained directly from the U.S. Census Bureau. MOEs for TCC and control census tracts are derived by the UCLA Luskin Center for Innovation (LCI) in accordance with the methods described by the U.S. Census Bureau in *Understanding and Using American Community Survey Data: What All Data Users Need to Know* (2018). All MOEs are reported at the 90% confidence interval.

Table continues next page

	Time Period (ACS 5-Year sample)	Estimate for TCC Tracts	MOE	Estimate for Control Tracts	MOE	Estimate for San Joaquin County	MOE	Estimate for California	MOE
<b>Percent other communities of color, non-Hispanic: Pacific Islander, American Indian, Other, Two or More Races</b>	2011-2015	2.8%	0.7%	3.5%	0.9%	4.4%	0.3%	3.7%	0.0%
	2012-2016	2.4%	0.6%	2.9%	0.7%	4.4%	0.3%	3.8%	0.0%
	2013-2017	2.8%	0.7%	3.1%	0.8%	4.6%	0.2%	3.9%	0.0%
	2014-2018	2.8%	0.8%	2.7%	0.7%	4.5%	0.2%	3.9%	0.0%
	2015-2019	3.1%	0.9%	3.2%	0.7%	4.8%	0.2%	4.0%	0.0%
	2016-2020	1.8%	0.8%	2.8%	0.7%	5.3%	0.3%	4.4%	0.0%
<b>Percent Black, non-Hispanic (B03002)</b>	2011-2015	10.1%	1.2%	8.5%	1.0%	6.7%	0.2%	5.6%	0.0%
	2012-2016	9.2%	1.1%	9.4%	1.1%	6.7%	0.1%	5.6%	0.0%
	2013-2017	9.7%	1.1%	9.7%	1.2%	6.7%	0.1%	5.5%	0.0%
	2014-2018	10.5%	1.3%	9.4%	1.1%	6.8%	0.1%	5.5%	0.0%
	2015-2019	10.1%	1.4%	9.7%	1.1%	6.7%	0.1%	5.5%	0.0%
	2016-2020	10.3%	1.8%	11.8%	2.1%	6.8%	0.1%	5.4%	0.0%
<b>Percent Asian, non-Hispanic (B03002)</b>	2011-2015	13.9%	1.2%	15.4%	1.5%	14.5%	0.2%	13.5%	0.0%
	2012-2016	13.7%	1.2%	16.1%	1.6%	14.5%	0.2%	13.7%	0.0%
	2013-2017	12.6%	1.3%	16.3%	1.5%	14.8%	0.2%	13.9%	0.0%
	2014-2018	12.7%	1.3%	17.1%	1.8%	15.0%	0.2%	14.1%	0.0%
	2015-2019	11.7%	1.3%	16.1%	1.8%	15.2%	0.1%	14.3%	0.0%
	2016-2020	8.1%	1.2%	14.6%	1.6%	15.5%	0.3%	14.6%	0.0%
<b>Percent Pacific Islanders, non-Hispanic (B03002)</b>	2011-2015	0.4%	0.3%	0.2%	0.2%	0.5%	<1.0%	0.4%	0.0%
	2012-2016	0.3%	0.3%	0.1%	0.2%	0.5%	<1.0%	0.4%	0.0%
	2013-2017	0.4%	0.4%	0.3%	0.3%	0.5%	<1.0%	0.4%	0.0%
	2014-2018	0.3%	0.3%	0.1%	0.1%	0.5%	<1.0%	0.4%	0.0%
	2015-2019	0.2%	0.2%	0.1%	0.1%	0.5%	<1.0%	0.4%	0.0%
	2016-2020	0.0%	0.1%	0.1%	0.1%	0.6%	<1.0%	0.3%	0.0%
<b>Percent American Indian, non-Hispanic (B03002)</b>	2011-2015	0.3%	0.2%	0.3%	0.2%	0.3%	0.1%	0.4%	0.0%
	2012-2016	0.2%	0.1%	0.2%	0.1%	0.3%	0.0%	0.4%	0.0%
	2013-2017	0.2%	0.1%	0.3%	0.2%	0.2%	0.05%	0.4%	0.0%
	2014-2018	0.1%	0.1%	0.3%	0.2%	0.2%	0.0%	0.4%	0.0%
	2015-2019	<0.5%	0.1%	0.2%	0.2%	0.2%	0.05%	0.4%	0.0%
	2016-2020	<0.5%	0.1%	0.1%	0.1%	0.2%	0.0%	0.3%	0.0%

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	Time Period (ACS 5-Year sample)	Estimate for TCC Tracts	MOE	Estimate for Control Tracts	MOE	Estimate for San Joaquin County	MOE	Estimate for California	MOE
<b>Percent other, non-Hispanic (B03002)</b>	2011-2015	0.0%	0.04%	0.1%	0.1%	0.1%	0.04%	0.2%	0.0%
	2012-2016	0.0%	0.04%	0.1%	0.1%	0.1%	0.04%	0.2%	0.0%
	2013-2017	0.0%	0.04%	0.1%	0.1%	0.1%	0.03%	0.2%	0.0%
	2014-2018	0.1%	0.1%	0.2%	0.1%	0.1%	0.04%	0.2%	0.0%
	2015-2019	0.0%	0.1%	0.2%	0.2%	0.1%	0.04%	0.3%	0.0%
	2016-2020	0.1%	0.1%	0.1%	0.1%	0.3%	0.1%	0.3%	0.0%
<b>Percent foreign-born population (B05006)</b>	2011-2015	35.9%	1.7%	29.1%	1.6%	23.3%	0.5%	27.0%	0.1%
	2012-2016	35.4%	1.7%	29.8%	1.6%	23.3%	0.4%	27.0%	0.1%
	2013-2017	35.2%	1.7%	29.6%	1.7%	23.3%	0.4%	27.0%	0.1%
	2014-2018	34.6%	1.7%	29.6%	1.5%	23.3%	0.4%	26.9%	0.1%
	2015-2019	33.2%	1.7%	29.6%	1.6%	23.3%	0.5%	26.8%	0.1%
	2016-2020	33.7%	2.7%	28.1%	1.7%	23.0%	0.5%	26.6%	0.1%
<b>Percent born in Asia (B05006)</b>	2011-2015	7.8%	0.8%	9.0%	1.0%	9.0%	0.2%	10.1%	0.0%
	2012-2016	8.3%	0.9%	9.3%	1.0%	9.1%	0.2%	10.2%	0.0%
	2013-2017	7.6%	0.8%	9.3%	1.0%	9.2%	0.2%	10.4%	0.0%
	2014-2018	7.6%	0.8%	9.4%	1.1%	9.5%	0.2%	10.5%	0.0%
	2015-2019	7.0%	0.9%	9.6%	1.2%	9.7%	0.2%	10.6%	0.0%
	2016-2020	5.5%	1.1%	9.1%	1.2%	9.5%	0.3%	10.6%	0.0%
<b>Percent born in Africa (B05006)</b>	2011-2015	0.1%	0.1%	0.1%	0.1%	0.3%	0.1%	0.4%	0.0%
	2012-2016	0.1%	0.1%	0.1%	0.1%	0.3%	0.1%	0.5%	0.0%
	2013-2017	0.1%	0.2%	0.1%	0.1%	0.3%	0.1%	0.5%	0.0%
	2014-2018	0.1%	0.2%	0.1%	0.1%	0.3%	0.1%	0.5%	0.0%
	2015-2019	0.1%	0.2%	0.1%	0.1%	0.3%	0.1%	0.5%	0.0%
	2016-2020	0.0%	0.1%	0.1%	0.1%	0.4%	0.1%	0.5%	0.0%
<b>Percent born in Latin America (B05006)</b>	2011-2015	27.6%	1.7%	19.7%	1.6%	12.6%	0.3%	14.2%	0.1%
	2012-2016	26.7%	1.7%	20.1%	1.5%	12.5%	0.3%	14.0%	0.0%
	2013-2017	27.1%	1.7%	19.6%	1.5%	12.4%	0.3%	13.8%	0.1%
	2014-2018	26.5%	1.7%	19.5%	1.4%	12.2%	0.3%	13.7%	0.1%
	2015-2019	25.7%	1.6%	19.3%	1.5%	12.1%	0.3%	13.5%	0.1%
	2016-2020	28.0%	2.7%	18.5%	1.6%	11.8%	0.4%	13.2%	0.1%

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## Appendix 7.2: Economy

**Table A7.2.1: American Community Survey (ACS) Economic Indicators\***

	Time Period (ACS 5-Year sample)	Estimate for TCC Tracts	MOE	Estimate for Control Tracts	MOE	Estimate for San Joaquin County	MOE	Estimate for California	MOE
<b>Median household income (B19001)</b>	2011-2015	\$28,556	N/A	\$33,600	N/A	\$53,274	\$946	\$61,818	156
	2012-2016	\$28,645	N/A	\$34,180	N/A	\$55,045	\$896	\$63,783	188
	2013-2017	\$31,338	N/A	\$36,312	N/A	\$57,813	\$863	\$67,169	192
	2014-2018	\$32,776	N/A	\$38,968	N/A	\$61,145	\$1,022	\$71,228	217
	2015-2019	\$34,830	N/A	\$41,565	N/A	\$64,432	\$745	\$75,235	232
	2016-2020	\$36,591	N/A	\$43,601	N/A	\$68,628	\$1,259	\$78,672	270
<b>Percent of individuals living below poverty (B17001)</b>	2011-2015	39.2%	2.7%	30.8%	2.9%	18.6%	0.5%	16.3%	0.1%
	2012-2016	39.8%	2.7%	29.6%	2.6%	17.8%	0.6%	15.8%	0.1%
	2013-2017	35.9%	2.7%	28.8%	2.9%	17.1%	0.6%	15.1%	0.1%
	2014-2018	33.1%	2.6%	25.6%	2.6%	15.9%	0.5%	14.3%	0.1%
	2015-2019	30.9%	2.7%	23.3%	2.6%	14.5%	0.6%	13.4%	0.1%
	2016-2020	30.2%	3.0%	25.2%	3.0%	13.7%	0.6%	12.6%	0.1%
<b>Percent high income (\$125k +) (B19001)</b>	2011-2015	2.2%	0.7%	3.8%	1.0%	13.9%	0.5%	20.9%	0.1%
	2012-2016	2.9%	0.9%	4.0%	0.9%	14.9%	0.5%	22.1%	0.1%
	2013-2017	3.9%	1.0%	4.8%	1.0%	16.8%	0.6%	23.9%	0.1%
	2014-2018	4.5%	1.2%	6.1%	1.2%	18.8%	0.7%	26.1%	0.1%
	2015-2019	5.3%	1.3%	6.7%	1.2%	20.9%	0.7%	28.0%	0.1%
	2016-2020	4.6%	1.4%	8.2%	1.6%	23.0%	0.8%	29.8%	0.1%
<b>Percent with less than high school education (S1501)</b>	2011-2015	48.5%	2.3%	34.9%	2.2%	22.0%	0.5%	18.2%	0.1%
	2012-2016	47.0%	2.2%	35.7%	2.2%	22.0%	0.5%	17.9%	0.1%
	2013-2017	45.8%	2.4%	34.4%	2.2%	21.6%	0.5%	17.5%	0.1%
	2014-2018	44.1%	2.4%	34.4%	2.1%	21.1%	0.5%	17.1%	0.1%
	2015-2019	43.6%	2.5%	33.9%	2.3%	20.7%	0.6%	16.7%	0.1%
	2016-2020	43.2%	2.9%	32.7%	2.2%	19.9%	0.6%	16.1%	0.1%
<b>Percent with bachelor's degree or higher (S1501)</b>	2011-2015	5.1%	0.7%	9.1%	1.1%	18.4%	0.5%	31.4%	0.1%
	2012-2016	4.9%	0.7%	8.6%	1.0%	18.2%	0.4%	32.0%	0.1%
	2013-2017	5.1%	0.8%	8.7%	1.0%	18.1%	0.5%	32.6%	0.1%
	2014-2018	5.6%	0.9%	8.4%	1.1%	18.4%	0.5%	33.3%	0.1%
	2015-2019	5.8%	0.9%	9.0%	1.1%	18.8%	0.5%	33.9%	0.1%
	2016-2020	4.9%	1.0%	10.0%	1.6%	19.2%	0.6%	34.7%	0.1%

\*MOEs for the county and the state are obtained directly from the U.S. Census Bureau. MOEs for TCC and control census tracts are derived by LCI in accordance with the methods described by the U.S. Census Bureau in *Understanding and Using American Community Survey Data: What All Data Users Need to Know* (2018). All MOEs are reported at the 90% confidence interval.

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	Time Period (ACS 5-Year sample)	Estimate for TCC Tracts	MOE	Estimate for Control Tracts	MOE	Estimate for San Joaquin County	MOE	Estimate for California	MOE
Percent employed for the population 16 years and over (B23025)	2011-2015	44.7%	1.7%	45.9%	1.8%	52.7%	0.5%	56.9%	0.1%
	2012-2016	44.9%	1.7%	46.5%	1.6%	53.4%	0.4%	57.5%	0.1%
	2013-2017	47.8%	1.6%	47.6%	1.7%	54.2%	0.4%	58.2%	0.1%
	2014-2018	50.1%	1.8%	50.2%	1.7%	55.2%	0.4%	58.9%	0.1%
	2015-2019	50.6%	1.8%	51.0%	1.7%	55.6%	0.4%	59.4%	0.1%
	2016-2020	50.5%	2.4%	49.9%	2.0%	56.0%	0.5%	59.4%	0.1%

## Appendix 7.3: Energy

Table A7.3.1: American Community Survey (ACS) Energy Indicators\*

	Time Period (ACS 5-Year sample)	Estimate for TCC Tracts	MOE	Estimate for Control Tracts	MOE	Estimate for San Joaquin County	MOE	Estimate for California	MOE
Percent of households heating home with electricity (B25040)	2011-2015	30.5%	2.2%	31.3%	2.5%	29.0%	0.6%	26.2%	0.1%
	2012-2016	26.9%	2.2%	30.4%	2.4%	28.4%	0.6%	26.4%	0.1%
	2013-2017	25.1%	2.2%	29.3%	2.5%	27.2%	0.6%	26.5%	0.1%
	2014-2018	24.8%	2.2%	29.0%	2.3%	26.7%	0.7%	26.4%	0.1%
	2015-2019	23.3%	2.1%	26.6%	2.3%	25.5%	0.6%	26.6%	0.1%
	2016-2020	25.7%	2.9%	28.0%	2.9%	25.6%	0.8%	27.1%	0.1%
Percent of households heating home with other non-fossil fuels (B25040)	2011-2015	0.4%	0.3%	0.6%	0.4%	1.5%	0.2%	1.9%	0.02%
	2012-2016	0.6%	0.3%	0.8%	0.4%	1.7%	0.2%	1.9%	0.03%
	2013-2017	0.7%	0.4%	1.0%	0.5%	1.7%	0.2%	2.0%	0.02%
	2014-2018	0.6%	0.3%	1.1%	0.5%	1.9%	0.2%	2.1%	0.03%
	2015-2019	0.5%	0.3%	0.9%	0.5%	2.0%	0.2%	2.1%	0.02%
	2016-2020	0.4%	0.4%	1.0%	0.5%	2.1%	0.2%	2.2%	0.03%
Percent of households heating home with utility gas (B25040)	2011-2015	67.6%	2.3%	65.1%	2.4%	65.0%	0.6%	65.0%	0.1%
	2012-2016	70.8%	2.3%	65.8%	2.5%	65.5%	0.6%	64.6%	0.1%
	2013-2017	72.1%	2.3%	66.6%	2.5%	66.5%	0.6%	64.4%	0.1%
	2014-2018	71.6%	2.3%	67.3%	2.6%	66.7%	0.7%	64.3%	0.1%
	2015-2019	73.4%	2.2%	70.0%	2.5%	68.1%	0.6%	64.1%	0.0%
	2016-2020	71.6%	3.3%	67.9%	2.7%	67.4%	0.7%	63.6%	0.1%
Percent of households heating home with other fossil fuels (B25040)	2011-2015	0.8%	0.4%	0.9%	0.4%	3.5%	0.2%	3.4%	0.04%
	2012-2016	0.9%	0.4%	1.2%	0.5%	3.5%	0.2%	3.4%	0.04%
	2013-2017	1.0%	0.4%	1.2%	0.6%	3.5%	0.2%	3.5%	0.04%
	2014-2018	1.0%	0.4%	1.3%	0.6%	3.6%	0.2%	3.5%	0.04%
	2015-2019	0.9%	0.4%	1.2%	0.6%	3.5%	0.2%	3.5%	0.04%
	2016-2020	0.9%	0.5%	1.2%	0.5%	3.6%	0.3%	3.6%	0.0%
Percent of houses with no fuel used (B25040)	2011-2015	0.7%	0.4%	1.7%	0.6%	0.6%	0.1%	3.2%	0.03%
	2012-2016	0.9%	0.4%	1.6%	0.5%	0.7%	0.1%	3.3%	0.03%
	2013-2017	1.2%	0.5%	1.7%	0.6%	0.8%	0.1%	3.4%	0.03%
	2014-2018	1.9%	0.7%	1.3%	0.5%	0.8%	0.1%	3.4%	0.04%
	2015-2019	1.9%	0.7%	1.2%	0.6%	0.8%	0.1%	3.3%	0.03%
	2016-2020	1.2%	0.7%	1.3%	0.6%	1.0%	0.2%	3.2%	0.04%

\*MOEs for the county and the state are obtained directly from the U.S. Census Bureau. MOEs for TCC and control census tracts are derived by LCI in accordance with the methods described by the U.S. Census Bureau in *Understanding and Using American Community Survey Data: What All Data Users Need to Know* (2018). All MOEs are reported at the 90% confidence interval.

**Table A7.3.2: Solar PV Systems per 1,000 Households\***

Indicator	Dataset Year	TCC Census Tracts	Control Census Tracts	San Bernardino County	California
Solar PV Systems for All Building Types	2018	23.3	33.2	61.7	49.4

\*Solar PV system data were sourced from The DeepSolar Project, a product of Stanford Engineering. For TCC census tracts and control tracts, a weighted average was applied, as based on the number of households within each census tract (using 2011-2015 ACS data)

## Appendix 7.4: Environment

**Table A7.4: Open Space Indicators\***

	Stockton Rising Project Area Boundary	Control Census Tracts	San Joaquin County	California
Open access (sq mi)	0.16	0.13	11.04	58,750.05
Total area (sq mi)	5.0	26.4	1,426.5	163,695.6
Percent of open access	3%	0.5%	1%	36%
Total population	38,501	47,196	751,615	39,346,023
Open access per person (sq ft)	114	75	410	41,629.40

\*Open space indicators were derived from the California Protected Areas Database (CPAD).

## Appendix 7.5: Health

**Table A7.5.1: American Community Survey (ACS) Health Indicators\***

	Time Period (ACS 5-Year sample)	Estimate for TCC Tracts	MOE	Estimate for Control Tracts	MOE	Estimate for San Joaquin County	MOE	Estimate for California	MOE
<b>Percent with health insurance coverage (B27001)</b>	2011-2015	77.6%	1.6%	81.4%	1.4%	86.0%	0.5%	85.3%	0.1%
	2012-2016	80.7%	1.7%	85.3%	1.3%	88.3%	0.4%	87.4%	0.1%
	2013-2017	83.4%	2.0%	87.4%	1.2%	90.3%	0.4%	89.5%	0.1%
	2014-2018	86.0%	1.8%	89.9%	1.2%	92.5%	0.3%	91.5%	0.1%
	2015-2019	88.8%	1.6%	91.8%	1.3%	93.6%	0.3%	92.5%	0.1%
	2016-2020	88.9%	1.4%	92.2%	1.5%	93.7%	0.3%	92.8%	0.1%
<b>Percent with private health insurance coverage (B27002)</b>	2011-2015	27.9%	1.8%	37.5%	2.2%	57.2%	0.7%	61.2%	0.2%
	2012-2016	28.0%	1.9%	38.5%	2.3%	57.9%	0.6%	61.8%	0.2%
	2013-2017	28.9%	1.8%	37.3%	2.3%	58.1%	0.7%	62.6%	0.2%
	2014-2018	29.9%	1.9%	37.7%	2.3%	58.9%	0.7%	63.4%	0.2%
	2015-2019	31.5%	2.1%	37.5%	2.2%	59.7%	0.6%	63.8%	0.2%
	2016-2020	30.0%	2.1%	37.3%	2.1%	60.6%	0.7%	64.3%	0.2%
<b>Percent with public health insurance coverage (B27003)</b>	2011-2015	54.6%	2.4%	50.7%	2.3%	37.7%	0.6%	32.6%	0.1%
	2012-2016	58.1%	2.3%	54.1%	2.5%	39.7%	0.6%	34.3%	0.1%
	2013-2017	59.6%	2.4%	57.1%	2.3%	41.5%	0.6%	35.8%	0.1%
	2014-2018	61.3%	2.5%	59.2%	2.6%	43.0%	0.6%	37.2%	0.1%
	2015-2019	63.2%	2.7%	61.0%	2.6%	43.4%	0.6%	38.0%	0.1%
	2016-2020	64.4%	3.4%	61.6%	3.1%	42.9%	0.7%	38.0%	0.1%

\*MOEs for the county and the state are obtained directly from the U.S. Census Bureau. MOEs for TCC and control census tracts are derived by LCI in accordance with the methods described by the U.S. Census Bureau in *Understanding and Using American Community Survey Data: What All Data Users Need to Know* (2018). All MOEs are reported at the 90% confidence interval.



**Table A7.5.2: Vehicle Collisions Involving Bicyclists and Pedestrians\***

Indicator	Dataset Year	Gross Number of Collisions				Normalized by 1,000 Street Mile			
		Value for TCC Site by Buffer Size		Value for Controls by Buffer Size		Value for TCC Site by Buffer Size		Value for Controls by Buffer Size	
		0ft	50 ft	0ft	50 ft	0ft	50ft	0ft	50ft
Bicycle Collision at Injury Level 1: Fatal	2020	2	2	0	0	15.1	15.1	0.0	0.0
	2019	2	2	2	2	15.1	15.1	10.0	10.0
	2018	2	2	1	1	15.1	15.1	5.0	5.0
	2017	1	1	0	0	7.6	7.6	0.0	0.0
	2016	1	1	2	2	7.6	7.6	10.0	10.0
	2015	0	0	0	0	0.0	0.0	0.0	0.0
Bicycle Collision at Injury Level 2: Severe Injury	2020	3	4	0	0	22.7	30.3	0.0	0.0
	2019	3	3	2	2	22.7	22.7	10.0	10.0
	2018	3	3	3	3	22.7	22.7	15.0	15.0
	2017	3	3	5	6	22.7	22.7	24.9	29.9
	2016	3	3	0	0	22.7	22.7	0.0	0.0
	2015	2	2	2	3	15.1	15.1	10.0	15.0
Bicycle Collision at Injury Level 3: Visible Injury	2020	6	6	5	6	45.4	45.4	24.9	29.9
	2019	10	11	9	12	75.7	83.2	44.9	59.8
	2018	10	11	9	9	75.7	83.2	44.9	44.9
	2017	10	10	7	9	75.7	75.7	34.9	44.9
	2016	14	15	8	11	105.9	113.5	39.9	54.8
	2015	8	8	6	8	60.5	60.5	29.9	39.9
Bicycle Collision at Injury Level 4: Complaint of Pain	2020	4	4	2	3	30.3	30.3	10.0	15.0
	2019	10	10	7	11	75.7	75.7	34.9	54.8
	2018	9	9	7	8	68.1	68.1	34.9	39.9
	2017	9	10	5	8	68.1	75.7	24.9	39.9
	2016	10	10	10	17	75.7	75.7	49.8	84.7
	2015	10	11	17	20	75.7	83.2	84.7	99.7

\*Collision data were obtained from the Transportation Injury Mapping System (TIMS). The numbers presented here are conservative in that they do not include collisions that were missing geographic coordinates in TIMS. Street mileage was obtained from OpenStreetsMap (OSM) and totaled 129 miles for the project area and 470 miles for the control tracts. Vehicle collisions involving bicycles and pedestrians are not mutually exclusive because some accidents may involve both modes.

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Indicator	Dataset Year	Gross Number of Collisions				Normalized by 1,000 Street Mile			
		Value for TCC Site by Buffer Size		Value for Controls by Buffer Size		Value for TCC Site by Buffer Size		Value for Controls by Buffer Size	
		0ft	50 ft	0ft	50 ft	0ft	50ft	0ft	50ft
Pedestrian Collision at Injury Level 1: Fatal	2020	4	4	3	4	30.3	30.3	15.0	19.9
	2019	2	2	5	7	15.1	15.1	24.9	34.9
	2018	5	5	1	1	37.8	37.8	5.0	5.0
	2017	3	3	2	3	22.7	22.7	10.0	15.0
	2016	1	1	3	3	7.6	7.6	15.0	15.0
	2015	1	2	2	2	7.6	15.1	10.0	10.0
Pedestrian Collision at Injury Level 2: Severe Injury	2020	5	6	7	9	37.8	45.4	34.9	44.9
	2019	3	3	5	6	22.7	22.7	24.9	29.9
	2018	5	5	7	8	37.8	37.8	34.9	39.9
	2017	7	7	4	5	53.0	53.0	19.9	24.9
	2016	4	6	8	10	30.3	45.4	39.9	49.8
	2015	6	7	3	4	45.4	53.0	15.0	19.9
Pedestrian Collision at Injury Level 3: Visible Injury	2020	8	8	5	6	60.5	60.5	24.9	29.9
	2019	13	14	7	10	98.4	105.9	34.9	49.8
	2018	10	10	7	10	75.7	75.7	34.9	49.8
	2017	17	18	9	11	128.6	136.2	44.9	54.8
	2016	12	13	10	11	90.8	98.4	49.8	54.8
	2015	10	11	13	15	75.7	83.2	64.8	74.8
Pedestrian Collision at Injury Level 4: Complaint of Pain	2020	5	5	7	9	37.8	37.8	34.9	44.9
	2019	18	18	11	13	136.2	136.2	54.8	64.8
	2018	11	12	11	13	83.2	90.8	54.8	64.8
	2017	20	21	8	10	151.3	158.9	39.9	49.8
	2016	15	16	16	17	113.5	121.1	79.7	84.7
	2015	14	15	9	12	105.9	113.5	44.9	59.8

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Indicator	Dataset Year	Gross Number of Collisions				Normalized by 1,000 Street Mile			
		Value for TCC Site by Buffer Size		Value for Controls by Buffer Size		Value for TCC Site by Buffer Size		Value for Controls by Buffer Size	
		0ft	50 ft	0ft	50 ft	0ft	50ft	0ft	50ft
Combined Bicycle and Pedestrian Collision at Injury Level 1: Fatal	2020	0	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0	0
Combined Bicycle and Pedestrian Collision at Injury Level 2: Severe Injury	2020	0	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0	0
Combined Bicycle and Pedestrian at Injury Level 3: Visible Injury	2020	0	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0	0
Combined Bicycle and Pedestrian at Injury Level 4: Complaint of Pain	2020	0	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0	0

## Appendix 7.6: Housing

**Table A7.6.1: American Community Survey (ACS) Housing Indicators\***

	Time Period (ACS 5-Year sample)	Estimate for TCC Tracts	MOE	Estimate for Control Tracts	MOE	Estimate for San Joaquin County	MOE	Estimate for California	MOE
<b>Percent renters (B25003)</b>	2011-2015	62.1%	2.5%	54.9%	2.4%	43.4%	0.7%	45.7%	0.1%
	2012-2016	63.8%	2.5%	55.0%	2.4%	44.3%	0.7%	45.9%	0.2%
	2013-2017	63.8%	2.3%	56.1%	2.5%	44.3%	0.7%	45.5%	0.1%
	2014-2018	64.6%	2.3%	56.5%	2.5%	44.4%	0.7%	45.4%	0.1%
	2015-2019	65.0%	2.3%	56.3%	2.6%	43.4%	0.7%	45.2%	0.1%
	2016-2020	60.8%	3.7%	56.0%	3.2%	42.3%	0.8%	44.7%	0.1%
<b>Percent homeowners (B25003)</b>	2011-2015	37.9%	2.2%	45.1%	2.3%	56.6%	0.7%	54.3%	0.3%
	2012-2016	36.2%	2.1%	45.0%	2.1%	55.7%	0.7%	54.1%	0.3%
	2013-2017	36.2%	2.0%	43.9%	2.2%	55.7%	0.7%	54.5%	0.3%
	2014-2018	35.4%	2.1%	43.5%	2.1%	55.6%	0.7%	54.6%	0.3%
	2015-2019	35.0%	2.1%	43.7%	2.4%	56.6%	0.7%	54.8%	0.3%
	2016-2020	39.2%	3.1%	44.0%	2.5%	57.7%	0.8%	55.3%	0.3%
<b>Percent of households paying ≥30% of income on rent (B25070)</b>	2011-2015	64.2%	4.1%	63.7%	4.6%	54.2%	1.3%	54.0%	0.1%
	2012-2016	64.2%	4.0%	63.6%	4.4%	53.4%	1.3%	53.6%	0.1%
	2013-2017	62.6%	4.0%	61.9%	4.4%	52.8%	1.3%	53.1%	0.1%
	2014-2018	60.3%	4.1%	58.3%	4.3%	52.3%	1.2%	52.6%	0.2%
	2015-2019	60.1%	4.1%	58.4%	4.4%	51.8%	1.3%	52.1%	0.2%
	2016-2020	60.7%	5.1%	60.3%	5.5%	51.4%	1.6%	51.5%	0.2%
<b>Percent of households paying ≥50% of income on rent (B25070)</b>	2011-2015	35.9%	3.2%	35.7%	3.6%	29.0%	1.0%	28.2%	0.2%
	2012-2016	36.0%	3.1%	36.4%	3.5%	28.3%	0.9%	27.9%	0.1%
	2013-2017	34.3%	2.9%	34.1%	3.4%	27.1%	1.0%	27.4%	0.1%
	2014-2018	31.6%	3.0%	33.7%	3.5%	26.0%	0.8%	27.0%	0.2%
	2015-2019	31.4%	2.9%	34.1%	3.4%	25.6%	1.0%	26.6%	0.2%
	2016-2020	30.3%	3.4%	36.6%	5.1%	24.3%	1.0%	26.2%	0.2%

\*MOEs for the county and the state are obtained directly from the U.S. Census Bureau. MOEs for TCC and control census tracts are derived by LCI in accordance with the methods described by the U.S. Census Bureau in *Understanding and Using American Community Survey Data: What All Data Users Need to Know* (2018). All MOEs are reported at the 90% confidence interval.

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	Time Period (ACS 5-Year sample)	Estimate for TCC Tracts	MOE	Estimate for Control Tracts	MOE	Estimate for San Joaquin County	MOE	Estimate for California	MOE
Percent of households paying ≥30% of income on mortgage (B25091)	2011-2015	29.0%	3.8%	28.6%	3.8%	17.6%	0.8%	18.2%	0.05%
	2012-2016	28.1%	3.9%	27.2%	3.6%	16.6%	0.8%	17.2%	0.04%
	2013-2017	25.9%	4.0%	28.2%	3.8%	15.8%	0.8%	16.5%	0.1%
	2014-2018	25.7%	4.0%	26.5%	4.0%	15.1%	0.7%	16.0%	0.1%
	2015-2019	24.7%	4.2%	30.0%	4.3%	14.7%	0.8%	15.7%	0.1%
	2016-2020	25.5%	5.1%	28.6%	4.7%	14.3%	0.8%	15.4%	0.1%
Percent of households paying ≥50% of income on mortgage (B25091)	2011-2015	6.0%	2.0%	4.4%	1.4%	6.6%	0.5%	6.2%	0.0%
	2012-2016	5.8%	2.0%	3.5%	1.1%	5.7%	0.4%	5.8%	0.1%
	2013-2017	5.6%	2.1%	3.0%	1.1%	5.2%	0.4%	5.5%	0.1%
	2014-2018	6.0%	2.1%	3.1%	1.1%	5.2%	0.4%	5.4%	0.1%
	2015-2019	5.9%	2.1%	3.9%	1.5%	5.0%	0.5%	5.3%	0.0%
	2016-2020	6.4%	2.7%	5.0%	2.5%	4.9%	0.5%	5.2%	0.1%
Percent of households with more than one occupant per room (B25014)	2011-2015	16.1%	2.0%	12.0%	1.8%	7.3%	0.4%	8.2%	0.1%
	2012-2016	15.6%	1.9%	11.1%	1.6%	7.2%	0.4%	8.2%	0.1%
	2013-2017	13.8%	1.8%	10.8%	1.6%	7.1%	0.4%	8.2%	0.1%
	2014-2018	13.7%	1.8%	11.7%	1.8%	7.3%	0.4%	8.2%	0.1%
	2015-2019	12.5%	1.8%	11.8%	1.9%	7.4%	0.4%	8.2%	0.1%
	2016-2020	12.7%	2.3%	11.0%	2.0%	7.9%	0.5%	8.2%	0.1%
Percent of households with more than one occupant per room (renters) (B25014)	2011-2015	10.8%	1.7%	8.2%	1.6%	5.0%	0.3%	6.0%	0.1%
	2012-2016	10.9%	1.6%	6.9%	1.3%	4.9%	0.3%	6.1%	0.0%
	2013-2017	10.0%	1.5%	6.4%	1.2%	4.8%	0.3%	6.0%	0.1%
	2014-2018	10.2%	1.6%	7.2%	1.4%	5.0%	0.3%	6.0%	0.0%
	2015-2019	9.2%	1.6%	7.6%	1.5%	4.9%	0.3%	6.0%	0.1%
	2016-2020	8.6%	2.0%	7.7%	1.8%	5.0%	0.4%	5.9%	0.1%
Percent of households with more than one occupant per room (homeowners) (B25014)	2011-2015	5.4%	1.1%	3.8%	0.9%	2.3%	0.2%	2.2%	0.0%
	2012-2016	4.6%	1.0%	4.2%	1.0%	2.2%	0.2%	2.1%	0.0%
	2013-2017	3.8%	1.0%	4.4%	1.1%	2.3%	0.2%	2.2%	0.0%
	2014-2018	3.6%	0.9%	4.5%	1.1%	2.3%	0.2%	2.2%	0.0%
	2015-2019	3.3%	0.9%	4.3%	1.1%	2.5%	0.3%	2.2%	0.0%
	2016-2020	4.2%	1.3%	3.3%	1.0%	2.8%	0.3%	2.3%	0.0%

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	Time Period (ACS 5-Year sample)	Estimate for TCC Tracts	MOE	Estimate for Control Tracts	MOE	Estimate for San Joaquin County	MOE	Estimate for California	MOE
Percent of households in same house 1 year ago (renters) (B07013)	2011-2015	47.5%	3.1%	39.4%	2.8%	32.7%	0.9%	34.7%	0.2%
	2012-2016	51.8%	3.3%	41.5%	3.0%	34.2%	0.7%	35.4%	0.2%
	2013-2017	53.2%	3.2%	42.7%	3.0%	34.5%	0.8%	35.6%	0.2%
	2014-2018	56.0%	3.1%	44.6%	3.1%	35.4%	0.8%	35.8%	0.2%
	2015-2019	59.0%	3.2%	46.5%	3.2%	35.3%	0.8%	35.9%	0.2%
	2016-2020	58.9%	4.9%	48.2%	3.7%	34.4%	0.9%	35.6%	0.2%
Percent of households in same house 1 year ago (homeowners) (B07013)	2011-2015	37.0%	2.6%	42.1%	2.5%	51.4%	0.8%	51.3%	0.3%
	2012-2016	34.6%	2.5%	42.9%	2.8%	50.5%	0.8%	51.0%	0.3%
	2013-2017	33.9%	2.2%	41.3%	2.7%	50.9%	0.8%	51.4%	0.2%
	2014-2018	33.5%	2.2%	41.4%	2.6%	50.7%	0.9%	51.6%	0.2%
	2015-2019	33.0%	2.4%	41.7%	2.7%	52.0%	0.9%	52.0%	0.3%
	2016-2020	35.8%	3.4%	41.3%	3.0%	53.7%	0.8%	52.7%	0.2%
Percent of households in same house 1 year ago (w/ income of > \$75k) (B07010)	2011-2015	1.5%	0.4%	2.3%	0.5%	8.5%	0.2%	12.4%	0.1%
	2012-2016	1.6%	0.4%	2.3%	0.4%	9.0%	0.3%	13.0%	0.1%
	2013-2017	1.9%	0.5%	2.9%	0.5%	9.9%	0.3%	13.8%	0.1%
	2014-2018	2.1%	0.5%	3.4%	0.6%	10.7%	0.3%	14.8%	0.1%
	2015-2019	2.6%	0.6%	3.8%	0.7%	11.6%	0.3%	16.0%	0.1%
	2016-2020	2.4%	0.7%	4.4%	0.8%	12.4%	0.3%	16.8%	0.1%
Percent of households in same house 1 year ago (w/ income of < \$75k) (B07010)	2011-2015	83.2%	1.8%	80.1%	1.8%	75.2%	0.8%	72.9%	0.1%
	2012-2016	84.7%	1.8%	82.5%	2.0%	75.3%	0.8%	72.8%	0.1%
	2013-2017	85.1%	1.8%	81.3%	2.1%	75.1%	0.8%	72.4%	0.1%
	2014-2018	86.7%	2.0%	82.6%	2.2%	74.9%	0.8%	71.8%	0.1%
	2015-2019	88.3%	1.9%	84.2%	2.2%	75.3%	0.9%	71.0%	0.1%
	2016-2020	91.2%	7.5%	85.0%	0.6%	75.1%	0.9%	70.6%	0.1%
Percent of housing units for rent that are vacant (B25002 and B25004)	2011-2015	5.1%	1.1%	5.7%	1.4%	2.3%	0.2%	1.8%	0.0%
	2012-2016	3.9%	1.0%	4.4%	1.1%	2.0%	0.2%	1.7%	0.0%
	2013-2017	3.8%	0.9%	4.5%	1.0%	2.0%	0.2%	1.6%	0.0%
	2014-2018	2.7%	0.8%	3.6%	0.9%	1.6%	0.2%	1.5%	0.0%
	2015-2019	2.5%	0.7%	3.4%	0.9%	1.5%	0.2%	1.6%	0.0%
	2016-2020	1.1%	0.6%	3.1%	0.9%	1.5%	0.2%	1.6%	0.0%
Percent of housing units for sale that are vacant (B25002 and B25004)	2011-2015	1.2%	0.6%	1.0%	0.6%	0.8%	0.2%	0.7%	0.0%
	2012-2016	1.0%	0.6%	0.7%	0.6%	0.6%	0.1%	0.6%	0.0%
	2013-2017	1.1%	0.6%	0.8%	0.5%	0.5%	0.1%	0.6%	0.0%
	2014-2018	1.0%	0.5%	0.8%	0.5%	0.4%	0.1%	0.6%	0.0%
	2015-2019	1.1%	0.6%	0.8%	0.5%	0.4%	0.1%	0.6%	0.0%
	2016-2020	1.0%	0.7%	1.0%	0.5%	0.5%	0.1%	0.5%	0.0%

## Appendix 7.7: Transportation

**Table A7.7.1: American Community Survey (ACS) Transportation Indicators\***

	Time Period (ACS 5-Year sample)	Estimate for TCC Tracts	MOE	Estimate for Control Tracts	MOE	Estimate for San Joaquin County	MOE	Estimate for California	MOE
<b>Percent of households with a vehicle available (B08201)</b>	2011-2015	N/A	N/A	N/A	N/A	92.9%	1.1%	92.3%	0.1%
	2012-2016	N/A	N/A	N/A	N/A	93.1%	1.1%	92.4%	0.1%
	2013-2017	N/A	N/A	N/A	N/A	93.4%	1.1%	92.6%	0.1%
	2014-2018	N/A	N/A	N/A	N/A	93.6%	1.2%	92.8%	0.1%
	2015-2019	N/A	N/A	N/A	N/A	93.9%	1.2%	92.9%	0.1%
	2016-2020	N/A	N/A	N/A	N/A	94.4%	1.4%	93.0%	0.1%
<b>Percent of workers commuting to work alone by car (B08301)</b>	2011-2015	69.2%	2.2%	74.4%	2.5%	76.6%	0.6%	73.4%	0.1%
	2012-2016	69.9%	2.0%	73.4%	2.3%	76.9%	0.7%	73.5%	0.0%
	2013-2017	73.6%	2.0%	75.1%	2.1%	77.4%	0.5%	73.6%	0.1%
	2014-2018	74.8%	2.1%	77.2%	2.3%	78.2%	0.3%	73.7%	0.0%
	2015-2019	76.9%	2.6%	78.8%	2.3%	78.8%	0.7%	73.7%	0.0%
	2016-2020	80.3%	3.9%	77.8%	2.7%	78.6%	0.8%	72.1%	0.1%
<b>Percent of workers commuting to work by carpool (B08301)</b>	2011-2015	23.1%	2.7%	18.7%	2.4%	14.8%	0.7%	10.8%	0.1%
	2012-2016	22.9%	2.7%	19.0%	2.4%	14.4%	0.6%	10.6%	0.1%
	2013-2017	19.6%	2.4%	17.7%	2.4%	13.9%	0.5%	10.4%	0.1%
	2014-2018	18.9%	2.5%	15.9%	2.3%	13.6%	0.5%	10.3%	0.1%
	2015-2019	16.2%	2.4%	14.3%	2.3%	12.9%	0.6%	10.1%	0.1%
	2016-2020	14.0%	2.8%	14.6%	2.5%	12.2%	0.5%	10.0%	0.1%
<b>Percent of workers commuting to work by public transit (B08301)</b>	2011-2015	1.7%	0.6%	0.8%	0.5%	1.5%	0.2%	5.2%	0.0%
	2012-2016	1.7%	0.6%	1.5%	0.6%	1.4%	0.2%	5.2%	0.0%
	2013-2017	1.5%	0.6%	1.5%	0.6%	1.5%	0.2%	5.2%	0.0%
	2014-2018	1.7%	0.6%	1.6%	0.7%	1.5%	0.2%	5.1%	0.0%
	2015-2019	2.2%	0.7%	1.6%	0.7%	1.7%	0.2%	5.1%	0.0%
	2016-2020	1.8%	0.7%	2.3%	0.9%	1.6%	0.2%	4.6%	0.0%
<b>Percent of workers commuting to work by foot (B08301)</b>	2011-2015	1.2%	0.6%	1.3%	0.6%	1.9%	0.2%	2.7%	0.0%
	2012-2016	1.2%	0.5%	1.6%	0.7%	1.9%	0.2%	2.7%	0.0%
	2013-2017	1.1%	0.5%	0.8%	0.5%	1.6%	0.2%	2.7%	0.0%
	2014-2018	1.0%	0.5%	0.7%	0.4%	1.5%	0.1%	2.7%	0.0%
	2015-2019	0.8%	0.5%	0.8%	0.4%	1.4%	0.2%	2.6%	0.0%
	2016-2020	0.9%	0.6%	0.9%	0.5%	1.3%	0.2%	2.5%	0.0%

\*MOEs for the county and the state are obtained directly from the U.S. Census Bureau. MOEs for TCC and control census tracts are derived by LCI in accordance with the methods described by the U.S. Census Bureau in *Understanding and Using American Community Survey Data: What All Data Users Need to Know* (2018). All MOEs are reported at the 90% confidence interval.

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	Time Period (ACS 5-Year sample)	Estimate for TCC Tracts	MOE	Estimate for Control Tracts	MOE	Estimate for San Joaquin County	MOE	Estimate for California	MOE
<b>Percent of workers commuting to work by bike (B08301)</b>	2011-2015	0.6%	0.4%	1.0%	0.4%	0.5%	0.1%	1.1%	0.0%
	2012-2016	0.6%	0.4%	1.0%	0.5%	0.5%	0.1%	1.1%	0.0%
	2013-2017	0.7%	0.4%	1.1%	0.7%	0.6%	0.1%	1.1%	0.0%
	2014-2018	0.6%	0.4%	1.0%	0.6%	0.5%	0.1%	1.0%	0.0%
	2015-2019	0.5%	0.4%	0.9%	0.6%	0.4%	0.1%	1.0%	0.0%
	2016-2020	0.5%	0.4%	0.4%	0.4%	0.3%	0.1%	0.8%	0.0%
<b>Percent of workers commuting to work by other modes: taxicab, motorcycle, and other (B08301)</b>	2011-2015	2.1%	0.8%	1.6%	0.7%	1.1%	0.2%	1.4%	0.0%
	2012-2016	1.6%	0.6%	1.2%	0.6%	1.0%	0.1%	1.4%	0.0%
	2013-2017	1.3%	0.5%	1.4%	0.6%	1.0%	0.1%	1.5%	0.0%
	2014-2018	1.0%	0.5%	1.3%	0.6%	0.9%	0.1%	1.6%	0.0%
	2015-2019	1.4%	0.6%	0.9%	0.4%	0.8%	0.1%	1.6%	0.0%
	2016-2020	1.1%	0.7%	0.4%	0.3%	0.8%	0.1%	1.6%	0.0%

**Table A7.7.2: Plug-in Electric Vehicle (PEV) Registrations\***

Indicator	Dataset Year	Gross Number			Normalized per 10,000 Residents		
		TCC Census Tracts	Control Census Tracts	San Joaquin County	TCC Census Tracts	Control Census Tracts	San Joaquin County
Battery electric vehicle (BEV)	2020	55	45	2,882	14.3	9.5	38.3
	2019	35	30	746	7.1	5.2	10.0
	2018	30	24	1,378	6.0	4.2	18.8
	2017	30	19	948	5.8	3.4	13.6
	2016	16	20	740	3.0	3.6	10.4
	2015	5	8	459	0.9	1.5	6.5
Plug-in hybrid electric vehicle (PHEV)	2020	99	69	2,401	25.7	14.6	31.9
	2019	49	53	870	9.9	9.2	11.7
	2018	75	52	1,568	15.0	9.1	21.4
	2017	59	42	1,066	11.4	7.6	14.7
	2016	32	24	591	6.1	4.4	8.3
	2015	20	9	385	3.8	1.7	5.4
Fuel cell vehicle (FCEV)	2020	0	0	19	0	0	0.3
	2019	0	0	4	0	0	0.1
	2018	0	0	10	0	0	0.1
	2017	0	0	2	0	0	<0.1
	2016	0	0	1	0	0	<0.1
	2015	0	0	0	0	0	0
Total EVs	2020	154	114	5,302	40.0	24.2	70.5
	2019	84	83	1,620	17.0	14.4	21.8
	2018	105	76	2,956	21.0	13.3	40.4
	2017	89	61	2,052	17.3	11.0	28.3
	2016	48	44	1,375	9.1	8.0	19.2
	2015	25	17	844	4.7	3.1	11.9

\*EV registration data were obtained by request from the California Air Resources Boards (CARB) Online Fleet Database. The EV registration data were normalized with five-year ACS data for the respective year.

**Table A7.7.3: Publicly Available Charging Infrastructure<sup>19</sup>**

Indicator	Dataset Year	Gross Number			Normalized per 10,000 Residents		
		TCC Census Tracts	Control Census Tracts	San Joaquin County	TCC Census Tracts	Control Census Tracts	San Joaquin County
Level 2 Stations	2021	2	1	55	<0.1	<0.1	<0.1
	2020	2	0	41	<0.1	0	<0.1
	2019	1	0	34	<0.1	0	<0.1
	2018	0	0	34	0	0	<0.1
	2017	0	0	30	0	0	<0.1
	2016	0	0	29	0	0	<0.1
DC Fast-Charging Stations	2021	0	0	26	0	0	<0.1
	2020	0	0	11	0	0	<0.1
	2019	0	0	6	0	0	<0.1
	2018	0	0	6	0	0	<0.1
	2017	0	0	7	0	0	<0.1
	2016	0	0	7	0	0	<0.1

<sup>19</sup> Charging station data were obtained by request from the Alternative Fuels Data Center (AFDC), a resource administered by the U.S. Department of Energy's Office of Energy Efficiency and Renewable Energy's Vehicle Technologies Office. Each dataset includes active stations and does not include stations that have previously opened and closed. In other words, each dataset is a snapshot of currently active stations in that year (taken during fall of each year). The charging station data were normalized with five-year ACS data for the respective year.



# STOCKTON CITY COUNCIL

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## RESOLUTION TO AUTHORIZE AN APPLICATION FOR A \$24.2M ROUND 4 TRANSFORMATIVE CLIMATE COMMUNITIES IMPLEMENTATION GRANT

The City of Stockton ("City") is interested in applying for a \$24.2 million Round 4 Transformative Climate Communities (TCC) Implementation Grant, which is administered by the California Strategic Growth Council for the purpose of implementing neighborhood-level transformative climate community plans that include multiple, coordinated greenhouse gas emissions reduction projects that provide local economic, environmental, and health benefits to disadvantaged communities; and

The City applied for a \$28.2 million Round 3 TCC Implementation Grant and was awarded a partial grant in the amount of \$10.8 million; and

Due to the partial nature of the Round 3 award, the City and its Partners had to significantly reduce the scope of its application and shorten the implementation period to thirty (30) months instead of five (5) years; and

The City and its Partners will use these Round 4 grant funds to fulfill the original vision of the Round 3 application, and introduce new projects that are aligned with the priorities of the community-driven Sustainable Neighborhood Plan; and,

To be considered eligible to receive grant funding, the City must approve a resolution authorizing the City Manager to apply for the Round 4 Implementation Grant; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The City Manager, or designee, be authorized to apply for a Round 4 Transformative Climate Communities Implementation Grant in the amount of \$24,165,510 and execute all related documents.

2. Approve the use of the McKinley Park Renovation project funds to satisfy the leveraging requirement of the grant.

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3. The City Manager is authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED June 21, 2022.

KEVIN J. LINCOLN II  
Mayor of the City of Stockton

ATTEST:

ELIZA R. GARZA, CMC  
City Clerk of the City of Stockton



# City of Stockton

## Legislation Text

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**File #: 22-0577, Version: 1**

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**PUBLIC HEARING TO ADOPT THE FISCAL YEAR 2022-23 ANNUAL BUDGET; APPROVE THE 2022-2027 CAPITAL IMPROVEMENT PLAN; APPROVE THE FY 2022-23 FEE SCHEDULE; APPROVE THE FY 2022-23 CALIFORNIA CONSTITUTIONAL APPROPRIATIONS LIMIT; ADOPT THE FY 2022-23 ANNUAL BUDGET FOR THE PARKING AUTHORITY OF THE CITY OF STOCKTON; ADOPT THE FY 2022-23 ANNUAL BUDGET FOR THE SUCCESSOR AGENCY TO THE FORMER STOCKTON REDEVELOPMENT AGENCY**

### RECOMMENDATION

It is recommended that the City Council approve a resolution to:

1. Adopt the Fiscal Year (FY) 2022-23 Annual Budget, the 2022-2027 Capital Improvement Plan, and the FY 2022-23 Fee Schedule,
2. Adopt the FY 2022-23 California Constitutional (Gann) Appropriations Limit,
3. Approve other administrative and financial actions.

And it is recommended that the Parking Authority of the City of Stockton (Parking Authority) approve a resolution to:

1. Adopt the FY 2022-23 Annual Budget for the Parking Authority (Exhibit 1 to the Parking Authority resolution).

And it is recommended that the Successor Agency to the former Stockton Redevelopment Agency (Successor Agency) approve a resolution to:

1. Adopt the FY 2022-23 Annual Budget for the Successor Agency to the former Stockton Redevelopment Agency (Exhibit 1 to the Successor Agency resolution).

It is further recommended that the City Manager be authorized to take appropriate and necessary actions to carry out the purpose and intent of the resolutions.

### Summary

The City Manager submitted the Proposed Annual Budget, Capital Improvement Plan, and Fee Schedule to Council on May 15, 2022. These documents, available on the City's website, include a detailed annual financial plan for all City funds, the key elements of which are summarized below. The City Council held two meetings on June 15 and 16, 2022, to review the budget in detail and receive public comment for consideration.



The FY 2022-23 annual budgets for the City of Stockton Parking Authority and the Successor Agency to the former Stockton Redevelopment Agency are also provided for approval and adoption.

The proposed financial plans are balanced in both the short and long term, address Council priorities, and maintain the Council's commitment to fiscal sustainability. Expenditures in the Proposed Budget total \$898.7 million for the operations, capital, debt, and transfers for all funds and programs of the City. This amount represents a decrease of \$93.1 million or 9.4% from the FY 2021-22 Annual Budget. The decrease is primarily attributable to the payoff of \$120.2 million in Bond Anticipation Note by the Wastewater utility in FY 2021-22.

Citywide estimated revenues are \$803.9 million in the FY 2022-23 Proposed Budget for all City programs excluding transfers between City funds, which is a slight reduction of \$1.8 million compared to the FY 2021-22 Annual Budget. The FY 2022-23 Annual Budget supports 1,769 full-time positions as detailed in the Personnel Listing found in the budget document appendix.

Staff recommends that Council conduct a public hearing to receive input regarding the proposed budgets and after the hearing, approve resolutions to enact the FY 2022-23 budgets for the City, the Parking Authority, and the Successor Agency to the former Stockton Redevelopment Agency.

## DISCUSSION

### Background

In February 2022, the City Council conducted a priority goals setting session to establish updated priorities for the upcoming year. Council's planning workshop culminated in reaffirming and refining the core strategic targets and priority goals for the upcoming year. Further updates to the City's Long-Range Financial Plan defining available resources and long-term financial constraints combine with Council goals to set the stage for FY 2022-23 budget development. The City Manager released the FY 2022-23 Proposed Annual Budget, along with the 2022-2027 Proposed Capital Improvement Plan and the FY 2022-23 Proposed Fee Schedule to Council on May 15, 2022. The City held two public study sessions on June 15 and 16, 2022, to review the budget in detail and to receive public comment. Three citizen advisory committees had the opportunity to examine the proposed budget as it relates to the City's three transaction tax measures (Measures W, A, and M) at their meetings in May and June.

### Present Situation

The City Manager's proposed budget is balanced and remains consistent with the Council's commitment to long-term solvency. The revenue estimates and expenditure appropriations in the budget are for all City funds. They include operations, capital, debt, and internal transfers for all programs and support functions of the City. Fund summaries and financial schedules showing prior year actual results, FY 2021-22 projections, and the FY 2022-23 budget are presented for each City budgetary unit in the budget document.

In addition to the proposed budget, related items are presented for Council approval.

FY 2022-23 Annual Budget**Citywide Budget**

Citywide estimated FY 2022-23 revenues are \$803.9 million for all City programs, a slight reduction of \$1.8 million compared to the prior year (page B-18). A reduction of \$53.8 million in the Utility Funds is offset by increased revenues from general taxes in the Non-Departmental category, internal charges in the Insurance and Benefit category, development fees in Community Development, and various other areas of growth. Revenues from external sources of \$647.3 million combined with transfers of \$56.7 million, benefit and equipment internal service fund charges of \$156.6 million, and use of \$38.2 million in fund balance support the total expenditures of \$898.7 million for all funds, departments, and programs, resulting in a balanced budget. The \$38.2 million drawdown of available fund balances is in various city funds for special one-time projects or capital improvements. The table below summarizes the proposed FY 2022-23 revenue budgets by department:

<b>Department</b>	<b>FY 2021-22 Budget</b>	<b>FY 2022-23 Budget</b>	<b>Change</b>
Utilities	\$ 250,813,743	\$ 197,017,578	\$ (53,796,165)
Insurance and Benefits	136,793,292	145,461,260	8,667,968
Public Works	45,043,749	51,419,415	6,375,666
Administration	18,351,303	18,478,525	127,222
Community Services	21,160,839	23,768,738	2,607,899
Economic Development	15,646,013	17,865,381	2,219,368
Fire	18,192,626	20,332,676	2,140,050
Police	14,785,871	16,189,338	1,403,467
Community Development	10,947,775	16,839,046	5,891,271
Non-Department	238,585,932	272,306,638	33,720,706
Capital Projects Funds	21,197,706	14,589,270	(6,608,436)
Debt Service Funds	14,138,025	9,600,920	(4,537,105)
	<b>805,656,874</b>	<b>803,868,785</b>	<b>(1,788,089)</b>

The proposed expenditure budget totals \$898.7 million for all programs, funds, and departments of the City (page B-16), which is a decrease of \$93.1 million or 9.4% from the FY 2021-22 adopted budget. The decrease is primarily attributable to the payoff of \$120.2 million in Bond Anticipation Notes (BANs) by the Wastewater utility in the last fiscal year. Capital project budgets across all funds are \$23.3 million less than FY 2021-22. The Non-Departmental department budget includes a one-time contribution to the Waterfront Office Towers-New City Hall capital project. Salaries, retirement, and workers compensation costs are up across all funds with a larger impact on the Police and Fire Department budgets. Two exciting service level enhancements are included in the FY 2022-23 Annual Budget: the reopening of Fire Station No. 1 and the opening of a newly built Northeast Library and Community Center.

The table below summarizes the proposed FY 2022-23 Annual Budget by department:

Department	FY 2021-22 Budget	FY 2022-23 Budget	Change
Utilities	\$ 354,137,721	\$ 229,048,462	\$ (125,089,259)
Police	152,928,298	158,036,862	5,108,564
Insurance and Benefits	137,755,288	144,389,426	6,634,138
Public Works	66,280,920	72,150,338	5,869,418
Fire	66,166,001	67,957,318	1,791,317
Administration	45,556,251	47,079,679	1,523,428
Capital Projects Funds	46,748,430	43,797,605	(2,950,825)
Community Services	30,701,995	35,202,135	4,500,140
Economic Development	29,684,853	30,141,150	456,297
Non-Departmental	25,747,567	40,413,416	14,665,849
Debt Service Funds	18,499,077	16,575,652	(1,923,425)
Community Development	17,563,672	13,908,839	(3,654,833)
	<u>\$ 991,770,073</u>	<u>\$ 898,700,882</u>	<u>\$ (93,069,191)</u>

The proposed FY 2022-23 Annual Budget funds 1,769 full-time positions, an increase of 33 full-time positions compared to the adopted FY 2021-22 Annual Budget. New positions include:

- 6 Library and Recreation positions to staff the new Northeast Library and Community Center,
- 6 Fire Department positions to add capacity to emergency dispatch, fire investigations, fire prevention and emergency operations,
- 1 position in Public Works supporting new development and construction projects,
- 1 Program Manager focused on economic development improvements in Entertainment Venues and parking,
- 2 County-funded Library positions for Mountain House and Ripon branches, and
- 2 Municipal Utilities positions supporting utility operations.

Combined with eleven grant-funded positions (including nine firefighters) approved mid-year, there is a net increase of thirty-three full-time positions.

Top priorities for long-term growth were identified by the City Council and City management. A common priority was the need for improved retention, recruitment, and development of City employees. Like most other industries, local governments are experiencing a worker shortage, resulting in a highly competitive job market and high turnover rates. Other priorities identified included maintenance and improvements at City buildings, trees, sidewalks, parks, and capital improvements.

### General Fund Operating Budget

The total General Fund revenue budget for FY 2022-23 is \$282.9 million, an increase of \$27 million from the FY 2021-22 Adopted Budget. Over \$9.4 million in newly approved expenditures are included in the General Fund budget as detailed on page A-5. Capital contributions to the Waterfront Office

Towers - New City Hall project (\$12.1 million) and the public safety radio infrastructure project (\$5.1 million) are examples of one-time expenditures increasing the annual appropriation. The proposed revenues of \$285.4 million are \$34.6 million more than budgeted FY 2021-22 revenues. The FY 2021-22 budgeted revenue projection continued to assume revenue losses from the COVID-19 pandemic. Revenue reductions were experienced in FY 2019-20, but by FY 2020-21 many revenue sources were experiencing recoveries as demonstrated by the \$21.2 million revenue growth. The recovery is expected to continue in FY 2021-22 with revenue growth of \$8.7 million and then flatten in FY 2022-23 with an increase of only 2%.

The table below summarizes the proposed FY 2022-23 Annual Budget:

General Fund Budget	FY 202021 Actual	FY 202122 Adopted Budget	FY 202223 Budget	Change vs. FY 202122 Budget
Tax Revenues	\$ 245,354,106	\$ 226,138,818	\$ 259,931,365	\$ 33,792,547
Other Revenues	<u>25,781,382</u>	<u>24,709,132</u>	<u>25,479,320</u>	<u>770,188</u>
	\$ 271,135,488	\$ 250,847,950	\$ 285,410,685	\$ 34,562,735
Expenditures				
Police	\$ 128,293,229	\$ 143,771,046	\$ 148,950,532	\$ 5,179,486
Fire	46,861,850	50,152,050	52,678,905	2,526,855
Other Programs	68,188,470	56,934,214	64,012,334	7,078,120
Capital Contributions	<u>11,225,000</u>	<u>5,000,000</u>	<u>17,235,000</u>	<u>12,235,000</u>
	\$ 254,568,549	\$ 255,857,310	\$ 282,876,771	\$ 27,019,461

The General Fund expenditure budget is \$282.9 million and reflects a \$27.0 million increase from the FY 2021-22 Adopted Budget of \$255.9 million. Operating expenses across the General Fund increased due to employee payroll growth in approved labor contracts, retirement rates, health insurance, general liability charges, utility rates, and maintenance costs. Salary expenses are 1% greater than prior year with no cost-of-living adjustment for the safety units included in the budget and 2% for all other employees. Employee benefits are up \$5.9 million primarily because of retirement (9%) and workers' compensation (17%) rate increases. The assumption for employee vacancies remains at the same level as FY 2021-22, reducing the General Fund employee services budget by \$6.1 million. The General Fund's share of cost increases in the general liability program and the radio internal service fund were 3.6% and 5.4%, respectively. The Debt Service category is \$2.8 million more than FY 2021-22 with increases to the City's contingent payment based on higher revenues.

The General Fund is projected to end FY 2021-22 with an available fund balance of \$78.3 million, of which \$47.2 million is required by City Council Reserve policy to be put toward the working capital reserve as a proportion of the FY 2022-23 expenditures. Labor agreements for four safety bargaining units expire on June 30, 2022, and negotiations for successor contracts are underway. No salary and benefit increases for the safety units are included in the proposed budget. Every 1% increase in safety employee salaries equals approximately \$1.3 million. The outcome of labor

negotiations will have a significant impact on the General Fund budget and the Long-Range Financial Plan since over 90% of safety unit salaries are paid by the General Fund. Both will be adjusted as collective bargaining agreements are approved by the City Council.

## **General Fund Reserves**

Per the General Fund - Reserve and Fund Balance Policy, updates to the General Fund reserve targets are proposed as follows:

<b>Category</b>	<b>Amount (millions)</b>
Working Capital	\$47.2
Known Contingencies	55.3
Risk-Based	77.4
<b>Total</b>	<b>\$179.9</b>

With the increase in budgeted expenditures compared to the prior year, the Working Capital Reserve target will increase from \$42.7 million to \$47.2 million. The Working Capital reserve is equivalent to two months of annual operating expenses. The Known Contingency reserve target decreased from the prior year (from \$58.6 million to \$55.3 million) based on identified needs. The target for the Priority II Risk-Based Reserve in the Fiscal Sustainability Fund increased from \$72.2 million to \$77.4 million based on increase annual revenues.

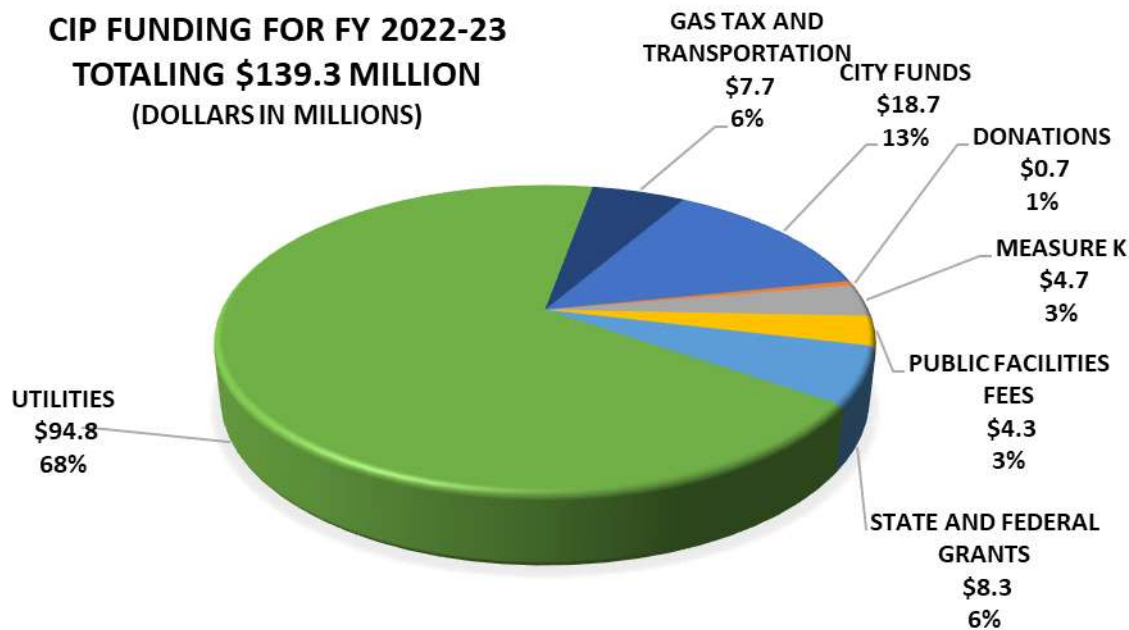
At the end of FY 2021-22, the General Fund projected available balance of \$78.3 million would first be assigned to the Working Capital reserve consistent with the reserve policy. Known Contingency reserves fund future pension costs, radio infrastructure, public safety facility needs, retention and recruitment efforts, and replacement of the City's financial and payroll systems. The General Fund balance is projected to be sufficient at the end of FY 2021-22 to fund both the Working Capital and the Known Contingency. Under the Council reserve policy, the balance would be split between Council Priority projects and the Risk-Based Reserves, adding to the \$5.0 million funding level established at the close of FY 2015-16.

## **Citizens' Advisory Committees**

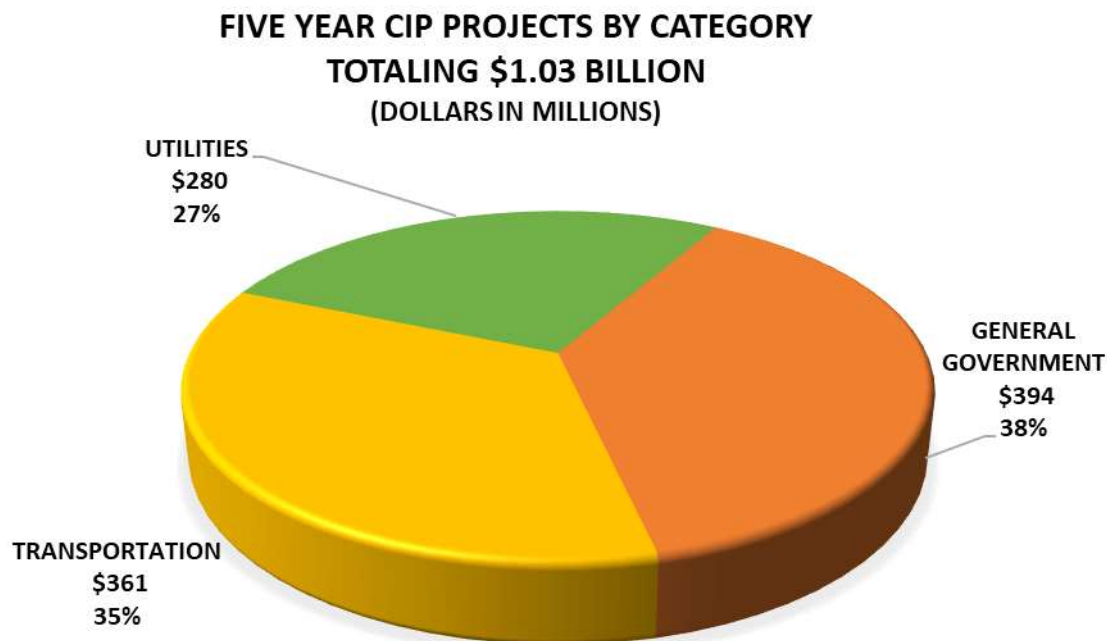
The FY 2022-23 Proposed Annual Budget is also reviewed by three citizen advisory committees. On June 6, 2022, the Measure A Citizens' Advisory Committee reviewed the FY 2022-23 Proposed Budget as it relates to Measure A revenues (page C-7). The Measure W Oversight Committee reviewed the plan for the use of Measure W proceeds (pages D-11 and E-17) by the Police and Fire Departments at its meeting on May 26, 2022. A Strong Communities Advisory Committee meeting was scheduled to review the use of Measure M proceeds (page G-11) by the Community Services Department but had to be canceled due to a lack of quorum. The committee was invited to attend the Council Budget Study Sessions and the Budget Public Hearing to communicate any requests or recommendations. The Measure A and Measure W committees made no recommendations regarding the proposed budget.

## 2022-2027 CAPITAL IMPROVEMENT PLAN (CIP)

The CIP is a five-year plan that lists the City's facility and infrastructure needs. On April 14, 2022, the Planning Commission determined that the proposed 2022-27 CIP conforms to the City of Stockton 2040 General Plan as required by Government Code Section 65401. The first year of the CIP is incorporated in the FY 2022-23 Annual Budget for appropriation. Below is an updated breakdown of the FY 2022-23 capital projects by funding source.



The proposed five-year Capital Improvement Plan covers fiscal years 2022-23 through 2026-27 and totaled \$1.03 billion. Over a quarter of the CIP is related to Municipal Utility projects (\$280 million), 35% is transportation projects (\$361 million), with other Citywide projects (\$394 million) comprising the remainder.



The first year of the CIP is financially constrained and reflects only for which funding has been identified. The second year through the fifth year of the CIP reflects the City's unfunded facility and transportation needs in addition to projects with identified or anticipated funding.

### FY 2022-23 Fee Schedule

The FY 2022-23 Fee Schedule reflects new and proposed changes to existing fees in several City departments, including a 4.5% inflationary adjustment to all fees that is intended to address the increasing cost of providing services. Section 1 of the Proposed FY 2022-23 Fee Schedule lists the proposed new and changed fees, along with reasons for each change. Proposed new fees are presented for Community Development, Facility & Property Rentals, Fire, Tree Permits, and Recreation & Leisure. Proposed fee changes include Economic Development, Facility & Property Rentals, Fire, Library, and Municipal Utilities. The Fire Department is proposing an overall restructure of their operational and inspection permit fees based on the results of a fee study completed in FY 2019-20. Fees were updated to reflect revised fire codes and introduced new categories and subcategories. The full fee study recommendation will be implemented over two years. Wastewater rates are increasing by 6% per the approved 2019 rate study. Water utility rates are set to increase 3.5% based on the rate study completed in FY 2020-21. Two City departments are proposing to inactivate eight existing fees. Fee changes are summarized in the Proposed Fee Schedule, pages I-3 to I-26.

Subsequent to publishing the Proposed Fee Schedule, the Community Development Department identified two fees that should not have been changed. These Transportation Permit application fees on page F-16 are set by the State and cannot be adjusted by the inflationary adjustment. The corrected page of the Fee Schedule is included as Exhibit 1 to the City proposed resolution.



### Parking Authority of the City of Stockton

The Parking Authority of the City of Stockton is a public body established by the City Council in Resolution 2013-12-17-1209, pursuant to the Streets and Highways Code, to oversee the parking garages, lots, on-street spaces, and enforcement activities within the boundaries of the City of Stockton CFD 2001-1 Downtown Parking District.

Revenues derived from fees paid for parking within the district and proceeds from enforcement of parking violations are pledged to first pay the 2020 Parking Bond debt service, then operations, maintenance, and any other obligations of the Authority. Taxes assessed on property owners and businesses in the downtown parking district are recorded in this fund and used for parking management and operations of parking facilities and programs within the district. In February 2020, the Parking Authority refinanced existing parking bonds to save money and to procure \$3 million for capital needs. The bonds are funding much needed elevator upgrades and the replacement of the revenue control system, including ingress and egress equipment at parking garages and lots. These capital upgrades will add safety, reliability and efficiency to the facilities and allow staff to provide better services to parking customers.

Parking operations were impacted by the COVID-19 pandemic and statewide stay-at-home directives. Revenues from operations dropped over 27% in FY 2020-21. Current year revenues are projected to experience an upward trend with FY 2022-23 revenues being closer to pre-pandemic levels. Operations and monthly proceeds will continue to be monitored closely as parking activity rebounds.

### Successor Agency to the former Stockton Redevelopment Agency

The Successor Agency depends on the receipt of property tax increment revenues to pay obligations of the former Stockton Redevelopment Agency. To receive the tax increment, the Successor Agency submits a Recognized Obligation Payment Schedule annually to an Oversight Board and the State Department of Finance. After approval by the Oversight Board, tax increment funds are distributed to the Successor Agency by the San Joaquin County Auditor Controller's Office. The use of tax increment is restricted, and the Successor Agency does not receive excess tax increment. Excess tax increment after payment of debt and administrative costs are distributed to other taxing entities such as the City, San Joaquin County, the State of California (for schools), and special districts.

Successor Agency revenue of \$9.5 million is expected to be sufficient for all debt and enforceable obligations in FY 2022-23. The total FY 2022-23 Successor Agency budget, including transfers and loan repayments, is \$10.6 million. Projected revenues are sufficient to fund administration and the repayment of City loans approved by the State Department of Finance. Based on the available revenues, the FY 2022-23 Budget includes approximately \$2.8 million in loan repayments to the General Capital Fund and Community Development Block. The Ending Available Balance in the Successor Agency will be retained by the San Joaquin County Auditor-Controller for distribution to other taxing entities, including the City of Stockton.

**Other Budget Actions****FY 2022-23 Gann Appropriation Limit**

The California Constitution limits growth in local government spending and establishes a maximum limit for expenditures from general taxes. The law, commonly known as the Gann Limit, requires that the limit is recalculated and approved annually by the City Council at the beginning of each fiscal year. The Gann Limit is indexed to specified growth factors approved by the Legislature and applied to revenue appropriations. The City's FY 2022-23 Gann Limit, as calculated is \$441,817,074, and exceeds the proposed appropriations subject to the limit of \$242,236,727. The City's appropriations remain well within the Constitutional appropriations limit.

**American Rescue Plan Revenue Loss Allocations**

Council action in September 2021 allocated \$4.5 million from the City's first round of federal American Rescue Plan Act (ARPA) - State and Local Fiscal Recovery Funds to the Revenue Loss eligible activity. For the fiscal years ending June 30, 2020 and June 30, 2021, the calculated Citywide revenue loss was \$14.2 million. It is recommended that the allocated \$4.5 million be split among four City funds as shown in the "Proposed Allocation" column of the table below. The revenue loss funds will be transferred from the ARPA grant account to the four funds to keep them solvent and maintain services to the community, including recreations programs, parking, and events.

	Actual Revenue Loss	Proposed Allocation
General Fund	\$929,687	\$930,000
Recreation Fund	\$1,425,061	\$500,000
Entertainment Venues	\$6,774,699	\$2,300,000
Parking Fund	\$2,111,559	\$770,000
Total		\$4,500,000

**FINANCIAL SUMMARY**

The proposed FY 2022-23 Annual Budget appropriates expenditures of \$898,700,882 for all City funds, \$6,826,769 for the Parking Authority, and \$10,561,061 for the Successor Agency.

The complete documents of the City's Proposed FY 2022-23 Annual Budget, the Proposed 2022-2027 Capital Improvement Plan, and the Proposed FY 2022-23 Fee Schedule are available for review on the City's website [www.stocktonca.gov/budget](http://www.stocktonca.gov/budget) <<http://www.stocktonca.gov/budget>> or in the City Clerk's Office.

Resolution No.

## STOCKTON CITY COUNCIL

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### **RESOLUTION OF THE CITY OF STOCKTON APPROVING THE FISCAL YEAR 2022-23 ANNUAL BUDGET; APPROVING THE 2022-2027 CAPITAL IMPROVEMENT PLAN; APPROVING THE FISCAL YEAR 2022-23 FEE SCHEDULE; ADOPT THE FISCAL YEAR 2022-23 CALIFORNIA CONSTITUTIONAL APPROPRIATIONS LIMIT, AND ADMINISTRATIVE ACTIONS**

On May 15, 2022, in accordance with City Charter, Article XIX, Section 1905, the City Manager provided City Council the Proposed Fiscal Year (FY) 2022-23 Annual Budget, Proposed 2022-2027 Capital Improvement Plan, and Proposed FY 2022-23 Fee Schedule; and

On April 14, 2022, the Planning Commission determined that the 2022-2027 Capital Improvement Plan conforms to the 2040 General Plan; and

The City Council scheduled and conducted two budget study sessions on June 15 and 16, 2022, to review projections, allow for public discussion, and provide direction in the preparation of the annual budget. This study session included the proposed documents: FY 2022-23 Annual Budget, 2022-2027 Capital Improvement Plan, and FY 2022-23 Fee Schedule; and

On June 21, 2022, the City Council conducted a duly noticed public hearing on the Proposed FY 2022-23 Annual Budget, the Proposed 2022-2027 Capital Improvement Plan, and the Proposed FY 2022-23 Fee Schedule; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The FY 2022-23 Annual Budget with expenditure appropriations of \$898,700,882, as submitted by the City Manager is adopted.
2. The number of full-time positions authorized under the FY 2022-23 Annual Budget is 1,769.
3. The 2022-2027 Capital Improvement Plan with a five-year CIP project total of \$1.03 billion and \$139.3 million in appropriations for FY 2022-23 capital projects is adopted.
4. The 2022-2027 Capital Improvement Plan conforms to the City of Stockton 2040 General Plan.

5. The FY 2022-23 Fee Schedule is adopted effective July 1, 2022, with the revision reflected in Exhibit 1 of this resolution. Any fee changes that are not effective July 1, 2022, are noted in the document.
6. The fees on development projects will take effect 60 days following the final action on the increases in the FY 2022-23 Fee Schedule, where Government Code section 66017(a) applies.
7. The City Manager or designee is authorized to refund Development Oversight Commission fees paid on or after October 21, 2019, in amounts over \$50 Payees, subject to standard refund processing fees.
8. An appropriation limit is established in the amount of \$441,817,074 for FY 2022-23 pursuant to the requirements of the California Government Code. The City of Stockton selected the "change in California per capita personal income" for the "change in cost of living" component and the change in annual population for the County of San Joaquin as of January 1, 2022, component in the calculation of the appropriation limit.
9. The City Manager, or designee, is authorized to approve loans made through the City's Single-Family Housing Repair Loan Program, which meet all the requirements of the adopted program guidelines, within existing budget appropriations.
10. The City Attorney is authorized to enter into settlement agreements and contracts for services and supplies where the total cost is below the expenditure limit established in section 3.68.040 of the Stockton Municipal Code, within existing budget appropriation, and consistent with established administrative processes.
11. Fire Department Deputy Fire Chief I or II classifications shall be eligible to receive compensation at their hourly rate for any time worked beyond their normal 40-hour workweek while deployed as a State of California Office of Emergency Services (OES) resource, subject to City Manager approval. OES will fully reimburse the City of Stockton through our existing contract to cover this labor cost.
12. The City Manager or his designee is authorized to adjust appropriations from the General Fund Contingency account to General Fund Departments, subsidized programs and Internal Service Funds as needed for unexpected expenditures or emergencies that are unanticipated at the time of the budget adoption. The City Manager or his designee will report Contingency uses with each quarterly budget status report.

13. The remaining balances on all capital projects and grant funds are authorized to continue beyond the fiscal year in which they are originally appropriated until project cancellation or completion, grant expiration, or funds are fully expended.
14. Upon completion of a capital project, the City Manager, or his designee, is authorized to distribute any remaining unencumbered unrestricted appropriation balances up to \$100,000 to incomplete projects previously authorized in a five-year Capital Improvement Plan as allowed by funding source.
15. Budget adjustments and transfer activity between funds and subfunds that do not increase total appropriation or expenditures and are necessary to implement chart of account changes in the new financial system are authorized.
16. The City Manager or his designee is authorized to amend the appropriation for the HOME Investment Partnership Program, Community Development Block Grant, and Emergency Solution Grant to match the finalized Annual Action Plan submitted to the Department of Housing and Urban Development in carrying out the intent of the approved Council Resolution #2022-05-03-1001.
17. The City Manager or his designee is authorized to close out inactive Area of Benefit project accounts and transfer all residual or surplus account balances based on a reconciliation of developer deposits to city accounts in FY 2022-23 in accordance with section 16.72.050 of the Stockton Municipal Code.
18. Upon completion or cancellation of a proportional share traffic impact project, the City Manager or his designee is authorized to distribute any remaining unencumbered unrestricted appropriation balance, up to \$100,000, to a traffic and transportation fund or project with appropriate support and justification.
19. City of Stockton Fire Department, as former member of the San Joaquin County Regional Fire Dispatch Authority (SJCRFDA), shall receive reimbursement of its pro rata share of surplus funds after termination of the SJCRFDA Joint Exercise of Powers Agreement (JPA) on June 30, 2021. Reimbursed funds from the SJCRFDA JPA and any other funds from Emergency Communications (ECD) operations in excess of its annual ECD operating costs are authorized to be used for early full repayment of the seven-year interfund loan approved under Item No. 9 of Council Resolution #2020-06-23-1503 and convert the payment terms to a three-year loan.

20. Authorize the transfer of \$4,500,000 in ARPA revenue loss funds from the Special Grant Fund to the following funds:

General Fund	\$930,000
Recreation Fund	\$500,000
Entertainment Venues Fund	\$2,300,000
Parking Authority Fund	\$770,000

21. Authorize the appropriation of \$1,000,000 and associated capital transfers from the Entertainment Venues fund balance to the EV22606 Arena Video Equipment project.
22. The FY 2021-22 Information Technology Capital Plan, including the Enterprise Resource Planning project, totaling \$15,003,387 is adopted and remaining appropriations in the technology projects are authorized to continue to future fiscal years until the project is fully expended, completed, or cancelled.
23. The following administrative actions required to implement the FY 2022-23 Annual Budget are authorized:
- a) Level of Budgetary Control – Budgetary control is established at the following levels: a) General Fund - Department Level; b) Other Funds - Fund level; and c) Capital Fund - Project level. The City Manager or his designee may authorize line item budget transfers within a General Fund department, or within a fund other than the General Fund.
  - b) The City Manager may authorize line item budget transfers between departments and funds to implement Councilmember direction regarding the use of Council Discretionary funds. Transfer of cash between funds from the Council Discretionary budget line are further authorized as appropriate and necessary.
  - c) The City Manager may revise the schedule of any appropriation made in this resolution where the revision is of a technical nature and is consistent with the intent of Council. Notice of any revisions shall be included in subsequent budget updates to Council. The City Manager or his designee is authorized to make administrative corrections to the FY 2022-23 Annual Budget with a subsequent report to Council on any corrections greater than \$100,000.
  - d) The City Manager or his designee is authorized to establish and amend revenue estimates and expenditure appropriations corresponding to receipt or award of grant funding, donations, and

reimbursements where these special monies and any matching City funds are under the expenditure limit of \$100,000 as established by Ordinance 2021-11-01-1501, which amended section 3.68.040 of the Stockton Municipal Code.

- e) The City Manager or his designee is authorized to establish revenue estimates and corresponding budget appropriations in General Fund Fire Department accounts as needed during FY 2022-23 to recognize the costs, and the associated reimbursement revenue for providing wild-land firefighting and other disaster response services requested by state or federal governments.
- f) The City Manager or his designee is authorized to abolish positions and/or reduce and reorganize personnel, programs, services, departments, offices, or agencies and take such other action as is necessary to maintain a balanced budget.
- g) The City Manager is authorized to adjust classifications, including salary and benefit adjustments, to ensure comparability with similar classifications to maintain equity in the City's salary schedules as recommended by the Human Resources Department classification studies and reviews, and to incorporate changes into the Salary Schedule, as appropriate.
- h) The City Manager or his designee is authorized to hire fire academy recruits in an amount above the total City Council authorized full-time positions to accommodate attrition.
- i) The City Manager or his designee is authorized to fill additional Special Revenue Fund positions, such as grant funded, Measure W, and contract reimbursement positions, if additional funding becomes available.
- j) The indirect cost rate, as detailed in the City of Stockton Full Cost Allocation Plan and Cost Recovery Allocation Plan, shall be charged to departments and capital projects as project funding and regulations permit. The City Manager or his designee is authorized to modify appropriations for changes that result from an independently prepared indirect cost allocation plan.
- k) The City Manager or his designee is authorized to prepay the City's annual CalPERS payments in a lump sum consistent with FY 2022-23 budget.



- l) The City Manager or his designee is authorized to approve temporary interfund borrowing within the fiscal year, and at the June 30 fiscal year end, to finance the collection period for tax, grant, and other accounts receivable. Any new interfund loans extending beyond these terms must be approved by the City Council. The City Manager is authorized to repay interfund loans when funding becomes available.
- m) The City Council delegates investment authority to the Chief Financial Officer, acting in capacity of Treasurer, for the period of July 1, 2022 through June 30, 2023, pursuant to sections 53601 and 53607 of the California Government Code.
- n) The City Manager or his designee is authorized to execute health benefit policies and plans consistent with the annual Health Benefits Report approved by City Council on April 19, 2022 to address the health care needs of the City's employees.
- o) The City Manager or his designee is authorized to move appropriations and transfer between funds within a single budget unit, such as the water utility, Federal grant funds, and other funds where multiple funds have been established in the general ledger for purposes other than legal restrictions and the fund relationship has been identified in the FY 2022-23 Annual Budget or established by subsequent City Council action.
- p) The City Manager or his designee is authorized to make the Contingent General Fund Payment to Assured Guaranty per the terms of the Reimbursement Agreement. Should the amount exceed the FY 2022-23 budget estimate, the City Manager or designee is authorized to increase the budget appropriation and transfer from the General Fund.

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- PASSED, APPROVED, and ADOPTED June 21, 2022.

ELIZA R. GARZA, CMC  
City Clerk of the City of Stockton

**Community Development Department**  
**Engineering & Transportation Planning**  
**(209) 937-8564**

**FY 2022-23 Proposed Fee Schedule**

<i>Account #</i>	<i>Effective Date</i>	<i>Description</i>	<i>Current Amount</i>	<i>Proposed Amount</i>
<b>Revocable Permit</b>				
5520-000-445010-220-221-10-55-521008	8/21/2022	General Revocable Permit Fee	\$827.00	\$864.00
5520-000-445010-220-221-10-55-521008	8/21/2022	Gated Access Fee	\$419.00	\$438.00
<b>Transportation Permit (overload, overweight, and escort)</b>				
5520-000-445010-220-221-10-55-521008	8/21/2022	Application Fee for One-Time Permit	\$16.00	No Change
5520-000-445010-220-221-10-55-521008	8/21/2022	Application Fee for Annual Permit	\$90.00	No Change
5520-000-445010-220-221-10-55-521008	8/21/2022	Hourly Fee (per hour or fraction thereof)	\$59.00	\$62.00
5520-000-445010-220-221-10-55-521008	8/21/2022	Pass-through Fee	Actual Cost	No Change
<b>Encroachment (Excavation) Permits</b>				
5520-000-445010-220-221-10-55-521008	8/21/2022	General - Up to 50 lineal feet	\$523.00	\$547.00
5520-000-445010-220-221-10-55-521008	8/21/2022	General - Beyond 50 lineal feet, per foot	\$2.00	\$2.00
5520-000-445010-220-221-10-55-521008	8/21/2022	Driveway - standard/bridge	\$523.00	\$547.00
5520-000-445010-220-221-10-55-521008	8/21/2022	Driveway -Beyond 25 lineal feet, per foot	\$1.00	\$1.00
5520-000-445010-220-221-10-55-521008	8/21/2022	Sidewalks - Up to 12 lineal feet	\$523.00	\$547.00
5520-000-445010-220-221-10-55-521008	8/21/2022	Sidewalks - Beyond 12 lineal feet, per foot	\$1.00	\$1.00
5520-000-445010-220-221-10-55-521008	8/21/2022	Curb, gutter and/or monolithic curb, gutter and sidewalk - Up to 25 lineal feet	\$523.00	\$547.00
5520-000-445010-220-221-10-55-521008	8/21/2022	Curb, gutter and/or monolithic curb, gutter and sidewalk - Beyond 25 lineal feet, per foot	\$2.00	\$2.00
5520-000-445010-220-221-10-55-521008	8/21/2022	Utilities, storm, sanitary and water lines and excavations - Up to 50 lineal feet	\$523.00	\$547.00
5520-000-445010-220-221-10-55-521008	8/21/2022	Utilities, storm, sanitary and water lines and excavations - Beyond 50 lineal feet, per foot	\$3.00	\$3.25
5520-000-445010-220-221-10-55-521008	8/21/2022	Traffic Handling/Lane Closure Only Fee - up to three (3) days	\$523.00	\$547.00
5520-000-445010-220-221-10-55-521008	8/21/2022	Additional Fee, per day	\$100.00	\$104.00
5520-000-445010-220-221-10-55-521008	8/21/2022	Street Construction Inspection (% of construction)	3.5%	No Change
5520-000-445010-220-221-10-55-521008	8/21/2022	Profiling properties adjacent to levees to establish safe location for pools	\$310.00	\$324.00
5520-000-445010-220-221-10-55-521008	8/21/2022	The cost of removal and rough grade preparations, including the removal of tree roots or other obstructions	Actual Cost	No Change
5520-000-445010-220-221-10-55-521008	8/21/2022	Materials Testing Fee - First \$0 to \$99,999 of construction cost	3% of est. construction cost	No Change
5520-000-445010-220-221-10-55-521008	8/21/2022	Materials Testing Fee - Value of \$100,000 - \$749,999 of construction cost	0.5% of est. construction cost	No Change
5520-000-445010-220-221-10-55-521008	8/21/2022	Materials Testing Fee - In excess of value of construction cost	0.25% of est. construction cost	No Change

Resolution No.

# PARKING AUTHORITY OF THE CITY OF STOCKTON

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## RESOLUTION APPROVING BUDGET FOR THE 2022-23 FISCAL YEAR

In December 2013, the City Council, by Resolution 2013-12-17-1209, established the Parking Authority as a separate entity, to protect the general fund and improve the quality and efficiency of parking operations, consistent with terms negotiated with NPFG in the bankruptcy process; and

The Parking Authority is comprised of the garages, other downtown parking structures and lots, and downtown parking meter and parking enforcement revenues; and

These revenues are pledged to the modified schedule of payments on the Parking Structure Lease Back (Parking Bonds debt service), and the City's General Fund will have no liability for the modified payment schedule; and

The budget for parking operation revenues and expenses is budgeted in the Parking Authority fund 630; and now, therefore,

BE IT RESOLVED BY THE BOARD OF THE PARKING AUTHORITY OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The Board hereby approves the Fiscal Year 2022-23 Annual Budget for the Parking Authority fund 630, attached hereto as Exhibit 1 and incorporated by this reference.
2. The Executive Director is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED June 21, 2022.

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KEVIN J. LINCOLN II, Chairperson  
of the Parking Authority Board

ATTEST:

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ELIZA R. GARZA, Secretary  
of the Parking Authority Board

**Economic Development Department  
Parking Authority Fund 630  
FY 2022-23 Annual Budget**

	<b>FY 2019-20 Actual</b>	<b>FY 2020-21 Actual</b>	<b>FY 2021-22 Projected</b>	<b>FY 2022-23 Budget</b>
<b>Beginning Available Balance</b>	<b>\$ 2,176,900</b>	<b>\$ 5,572,519</b>	<b>\$ 5,567,438</b>	<b>\$ 2,143,252</b>
<b>Revenues</b>				
Assessments	1,407,114	1,253,674	1,330,000	1,260,215
Operating Revenue/Fees	3,918,644	2,864,239	3,768,768	4,113,000
Parking Citations/Fines	699,562	425,286	550,000	650,000
Bond Proceeds	3,000,000	-	-	-
Other Revenues	131,020	45,785	153,830	176,000
Investment Proceeds	126,478	(27,365)	5,825	10,000
	<b>9,282,818</b>	<b>4,561,619</b>	<b>5,808,423</b>	<b>6,209,215</b>
<b>Expenditures</b>				
Administration	613,072	534,993	743,721	706,948
Other Services	3,875	3,273	65,000	239,204
Parking Operations	2,467,174	1,888,365	2,519,787	2,744,118
Parking Enforcement	591,540	518,135	520,792	699,520
Debt Service	2,030,959	1,563,860	2,217,721	2,336,979
Parking Improvements	59,382	58,074	3,165,588	100,000
	<b>5,766,002</b>	<b>4,566,700</b>	<b>9,232,609</b>	<b>6,826,769</b>
<b>Transfers</b>				
Transfer Out - SEB Debt	-	-	-	-
Transfer Out - Low/Mod Housing	(121,197)	-	-	-
	<b>(121,197)</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Net Annual Activity</b>	<b>3,395,619</b>	<b>(5,081)</b>	<b>(3,424,186)</b>	<b>(617,554)</b>
<b>Ending Available Balance</b>	<b>\$ 5,572,519</b>	<b>\$ 5,567,438</b>	<b>\$ 2,143,252</b>	<b>\$ 1,525,698</b>
<b>Available Balance Calculation</b>				
Current Assets		\$ 3,236,316		
Current Liabilities		(671,338)		
Capital Appropriations		3,002,460		
Ending Available Balance		<b>\$ 5,567,438</b>		

**Resolution No.**

# **SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON**

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## **RESOLUTION ADOPTING AN ANNUAL BUDGET FOR THE 2022-23 FISCAL YEAR AND APPROVING CERTAIN RELATED ACTIONS**

The Redevelopment Agency ("Redevelopment Agency") of the City of Stockton ("City") was duly created pursuant to the California Community Redevelopment Law (Part 1 [commencing with Section 33000] of Division 24 of the California Health and Safety Code) ("Redevelopment Law"); and

Assembly Bills x1 26 ("AB x1 26") and 1484 ("AB 1484") were signed by the Governor of California on June 28, 2011, and on June 27, 2012, dissolving all California redevelopment agencies; and

On February 1, 2012, all California redevelopment agencies were replaced by successor agencies to the former redevelopment agencies pursuant to Health and Safety Code section 34173(a); and

The City Council adopted Resolution No. 11-0251, electing for the City to serve as the Successor Agency to the Stockton Redevelopment Agency upon the dissolution of the Redevelopment Agency; and

The Successor Agency is tasked with paying, enforcing the obligations, and winding down the affairs of the former Redevelopment Agency; and

The Successor Agency must prepare and submit an administrative budget to the Oversight Board for approval; and

Commencing July 1, 2016, the administrative cost allowance shall be up to three percent (3%) of the actual property tax distributed to the Successor Agency in the preceding fiscal year for payment of approved enforceable obligations, reduced by the administrative cost allowance and loan repayments made to the City during the preceding fiscal year; the amount shall not be less than \$250,000 for any fiscal year; and

The Successor Agency's annual budget for Fiscal Year 2022-23 is attached hereto as Exhibit 1 and incorporated by this reference; and

This Resolution has been reviewed with respect to applicability of the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, section 15000 et seq., hereafter the "Guidelines"), and the City's environmental guidelines; and

This Resolution is not a “project” for purposes of CEQA, as that term is defined by Guidelines section 15378, because this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per section 15378(b)(5) of the Guidelines; and

All of the prerequisites with respect to the approval of this Resolution have been met; now, therefore,

BE IT RESOLVED BY THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The foregoing is true and correct and is a substantive part of this Resolution and all prerequisites to its adoption have occurred.
2. The adoption of this Resolution is not intended to and shall not constitute a waiver by the Successor Agency of any rights the Successor Agency may have to challenge the effectiveness and/or legality of all or any portion of AB x1 26 or AB 1484 through administrative or judicial proceedings.
3. The Successor Agency hereby adopts the annual budget, attached hereto as Exhibit 1 and incorporated by this reference.
4. The Successor Agency determines that this Resolution is not a “project” for purposes of CEQA, as that term is defined by Guidelines section 15378, because this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per section 15378(b)(5) of the Guidelines.
5. The Executive Director, or designee, is hereby authorized to amend the budget as necessary to conform to the actual amount of tax increment received from the County Auditor-Controller for the previous fiscal year and Fiscal Year 2022-23.
6. The Executive Director, or designee, is hereby authorized to consolidate the Successor Agency funds in the previous fiscal and Fiscal Year 2022-23.

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7. The Executive Director is hereby authorized to take whatever actions are necessary and appropriate to carry out the purposes and intent of this Resolution.

PASSED, APPROVED, and ADOPTED June 21, 2022.

KEVIN J. LINCOLN II, Chairperson  
of the Successor Agency to the  
Stockton Redevelopment Agency

ATTEST:

ELIZA R. GARZA, Secretary  
of the Successor Agency to the  
Stockton Redevelopment Agency

**CITY OF STOCKTON  
SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON  
FY 2022-23 PROPOSED BUDGET**

	<b>Successor Agency</b>	<b>Debt Service</b>	<b>Total</b>
<b>Beginning Available Balance</b>	<b>5,687,708</b>	<b>1,006,572</b>	<b>6,694,280</b>
Revenue			
Tax Increment	9,488,081	-	9,488,081
Investment Income	-	-	-
Refunds, reimbursements and others	6,888	-	6,888
	<b>9,494,969</b>	<b>-</b>	<b>9,494,969</b>
Expenditures			
County Admin Fee and tax entity payments			
Administration & Overhead	340,034	10,000	350,034
Property Maintenance	-	-	-
Legal	-	-	-
Property Taxes	-	-	-
City Indirect Costs	-	-	-
Capital projects	-	-	-
Debt Service	-	7,451,438	7,451,438
	<b>340,034</b>	<b>7,461,438</b>	<b>7,801,472</b>
Transfers			
Transfer - Admin	-	-	-
Transfer - Low/Mod (SERAF payment)	-	-	-
Transfer - 231 Debt Service	(7,461,438)	7,461,438	-
Transfer - General Fund	-	-	-
Transfer - CIP	(1,012,346)	-	(1,012,346)
Transfer - CDBG	(1,747,243)	-	(1,747,243)
Transfer - Parking Authority	-	-	-
	<b>(10,221,027)</b>	<b>7,461,438</b>	<b>(2,759,589)</b>
<b>Net Annual Activity</b>	<b>(1,066,092)</b>	<b>-</b>	<b>(1,066,092)</b>
<b>Ending Available Balance</b>	<b>4,621,616 *</b>	<b>1,006,572 *</b>	<b>5,628,188</b>

*\*Excess funds will be retained by the SJ County Auditor-Controller and distributed to taxing entities (ie. County, City, schools, and special districts).*

# FY 2022-23 Annual Budget Public Hearing

June 21, 2022

Agenda Item 16.1



# BUDGET OVERVIEW





# Budget Process Key Dates

- Council Strategic Priority & Goal Setting Session Feb 28
- Proposed Budget Released May 15
- Budget Study Sessions June 15 & 16
- Public Hearing June 21



# Budget Development

- Transitioning from status quo to Strategic Growth
- Council goal setting – February 2022
- Department top priorities
- Long-Range Financial Plan Updates
  - Long-term solvency
- Position and service restoration and growth based on population and development



# Issues and Influences

- Uncertainty in the economy
- Growth in revenues
- Inflation & increases in the cost of providing the same level of service
- Retention and Recruitment
- Competitive labor market
- Labor Negotiations
- Funding needs exceed funding capacity
- One-time Grant Funding





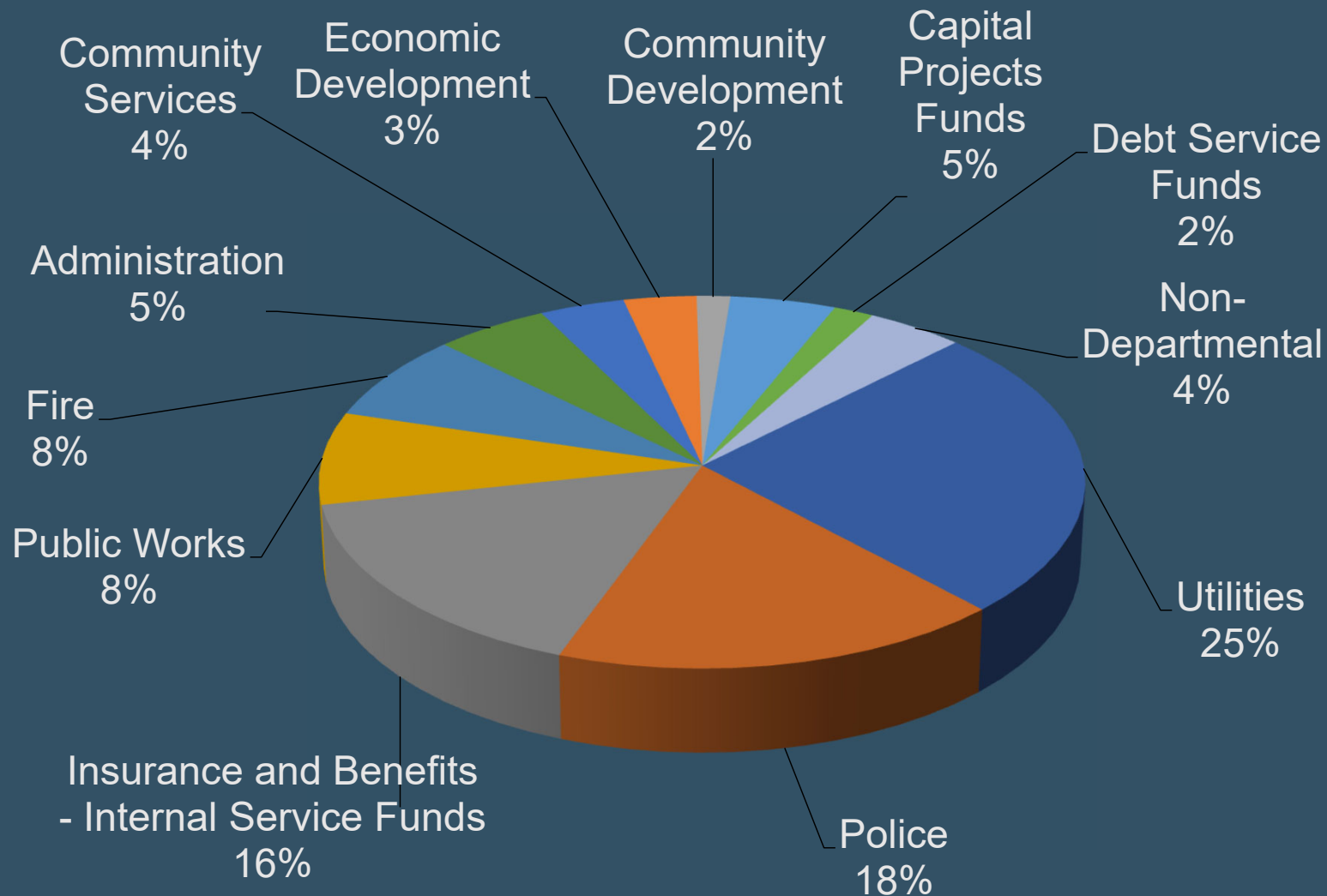
# Budget Highlights

- Expanded Services
  - Re-opening of Fire Station 1
  - Opening Northeast Library and Recreation Center
  - Other new adds on page A-5
  - New Positions



# Citywide Expenditures

Total = \$899 million [Page B-16]



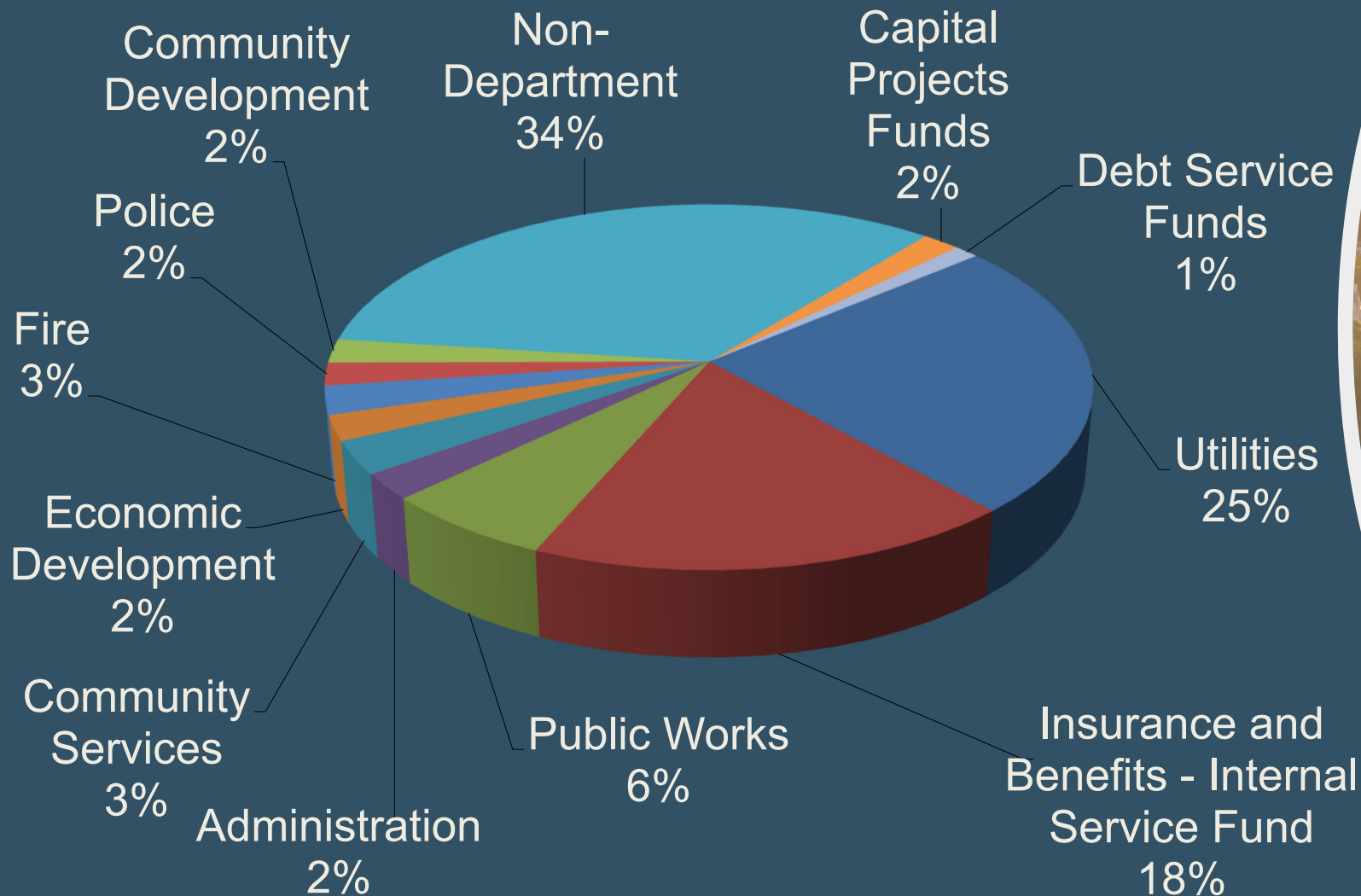
# Citywide Expenditures

## [Page B-8]

<b>Department</b>	<b>FY 2021-22 Budget</b>	<b>FY 2022-23 Budget</b>	<b>Change</b>
Utilities	\$ 354,137,721	\$ 229,048,462	\$ (125,089,259)
Police	152,928,298	158,036,862	5,108,564
Insurance and Benefits	137,755,288	144,389,426	6,634,138
Public Works	66,280,920	72,150,338	5,869,418
Fire	66,166,001	67,957,318	1,791,317
Administration	45,556,251	47,079,679	1,523,428
Capital Projects Funds	46,748,430	43,797,605	(2,950,825)
Community Services	30,701,995	35,202,135	4,500,140
Economic Development	29,684,853	30,141,150	456,297
Non-Departmental	25,747,567	40,413,416	14,665,849
Debt Service Funds	18,499,077	16,575,652	(1,923,425)
Community Development	17,563,672	13,908,839	(3,654,833)
	<b>\$ 991,770,073</b>	<b>\$ 898,700,882</b>	<b>\$ (93,069,191)</b>

# Citywide Revenues

Total = \$804 million [Page B-18]





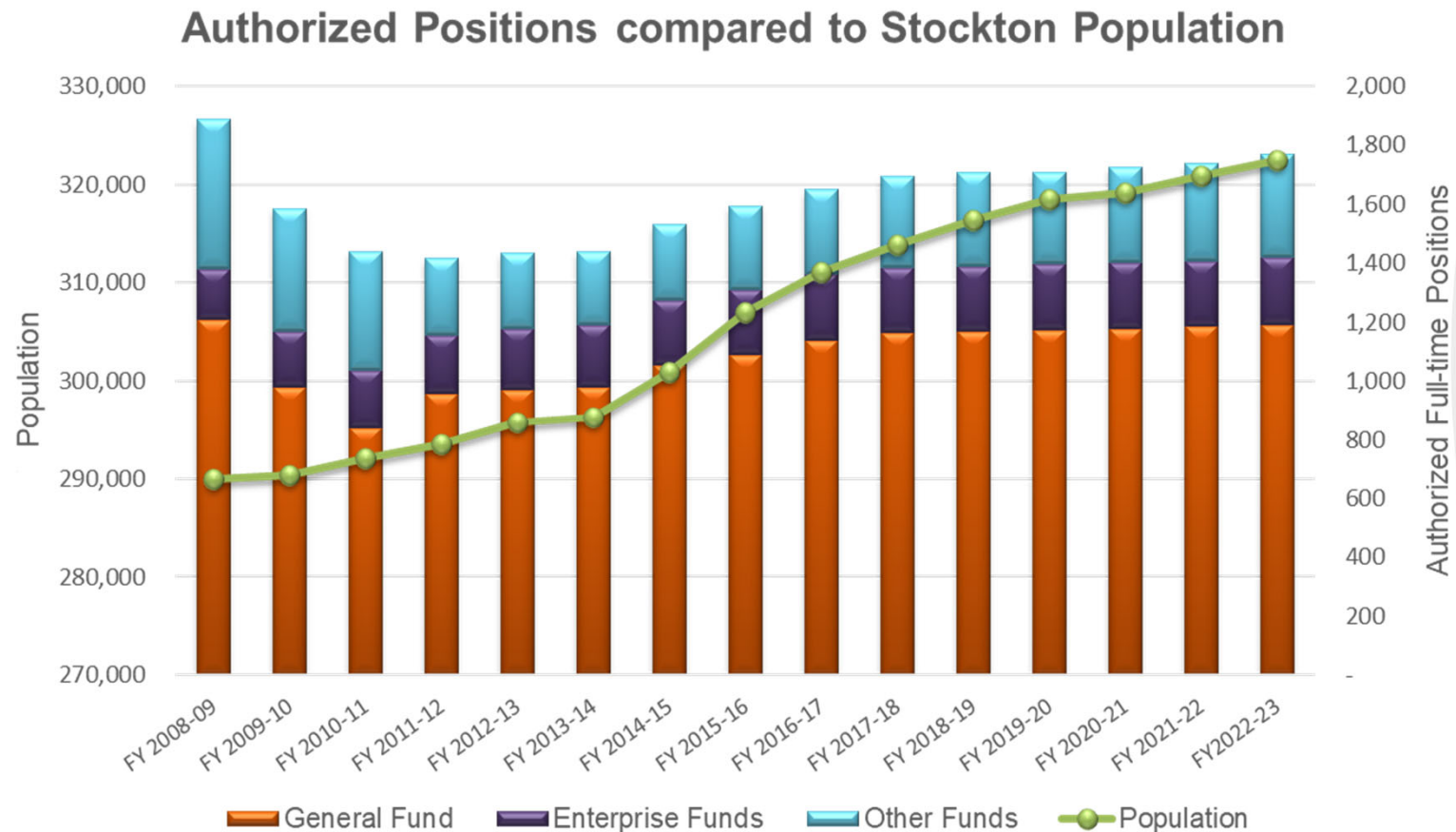
# Citywide Positions Summary

[Page B-5]

- 6 positions for the NE Library and Community Center
- 6 Fire Department positions for emergency dispatch, fire investigations, fire prevention and emergency operations
- 1 position in Public Works supporting new development and construction projects
- 1 Program Manager focused on improvements in venues and parking
- 2 County-funded Library positions
- 2 Municipal Utilities positions supporting utility operations
- 4 Other positions in Administration, Community Development, and City Clerk
- Combined with 11 grant-funded mid-year positions
- Net increase of 33 full-time positions

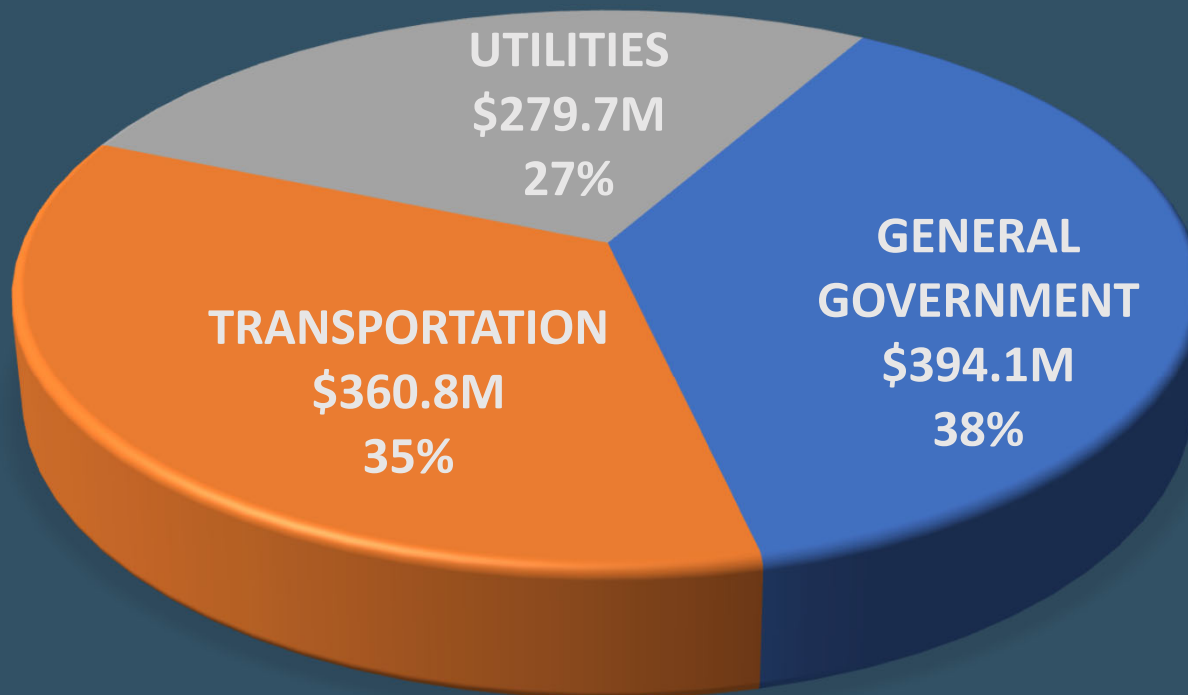


# Authorized Full-time Positions



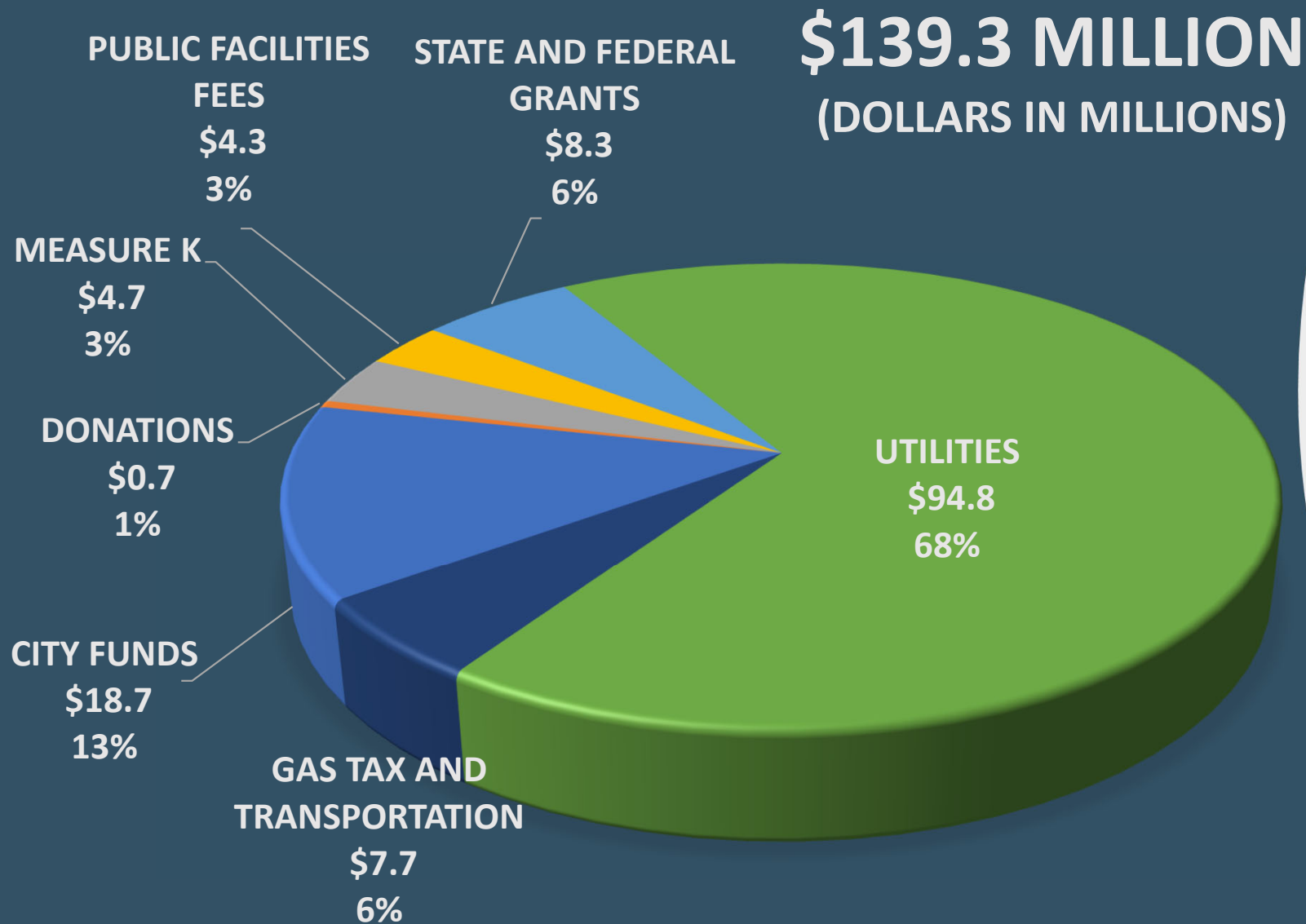
# Five-Year Capital Plan by Category – \$1.03 Billion

(DOLLARS IN MILLIONS)





# FY 2022-23 Capital Improvement by Funding Source

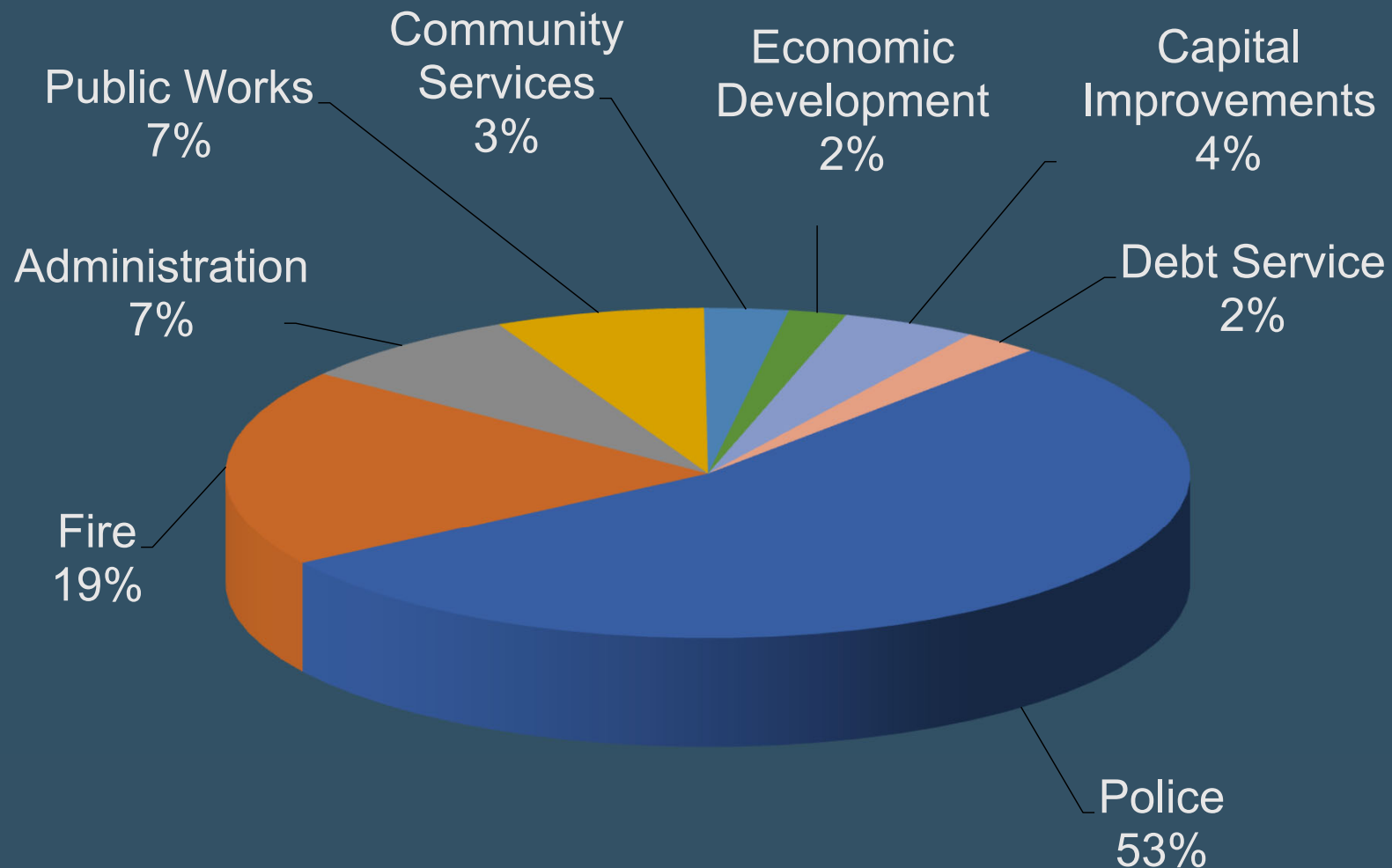


# GENERAL FUND



# General Fund Expenditures

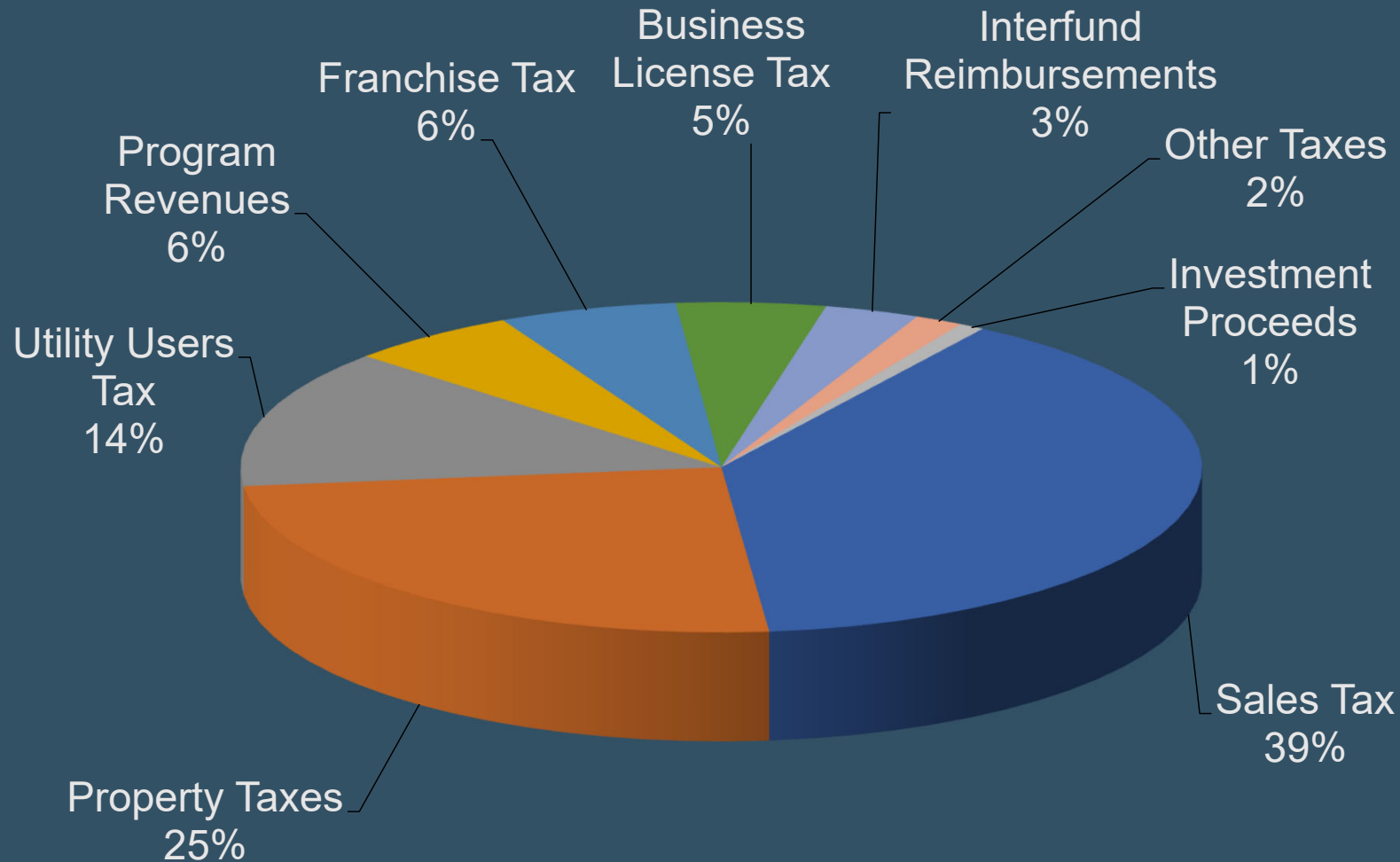
[Page C-1]





# General Fund Revenues

[Page C-2]



# General Fund Balance

## Dollars in Thousands [Page C-3]

	<b>FY 2021-22 Projected</b>	<b>FY 2022-23 Proposed</b>	<b>Variance</b>	<b>% Variance</b>
Beginning Available Balance	\$36,916,924	\$78,252,200		
Projected Total Revenues	283,178,752	285,410,685	2,231,933	0.8%
Projected Expenditures				
Employee Services	164,875,010	182,015,360	17,140,350	10.4%
Other Services	55,176,259	52,934,409	(2,241,850)	-4.1%
Materials & Supplies	6,131,672	5,479,868	(651,804)	-10.6%
Other Expenses	4,141,397	5,243,484	1,102,087	26.6%
Capital Outlay	416,332	54,600	(361,732)	-86.9%
Loan Repayments	5,819,175	6,953,050	1,133,875	19.5%
	236,559,845	252,680,771	16,120,926	6.8%
Transfer Out	(50,599,681)	(30,196,000)	20,403,681	-40.3%
Fund Balance Restrictions	45,316,050	-		
Net Annual Activity	41,335,276	2,533,914		
Estimated Ending Balance	\$78,252,200	\$80,786,114		

# General Fund Reserves

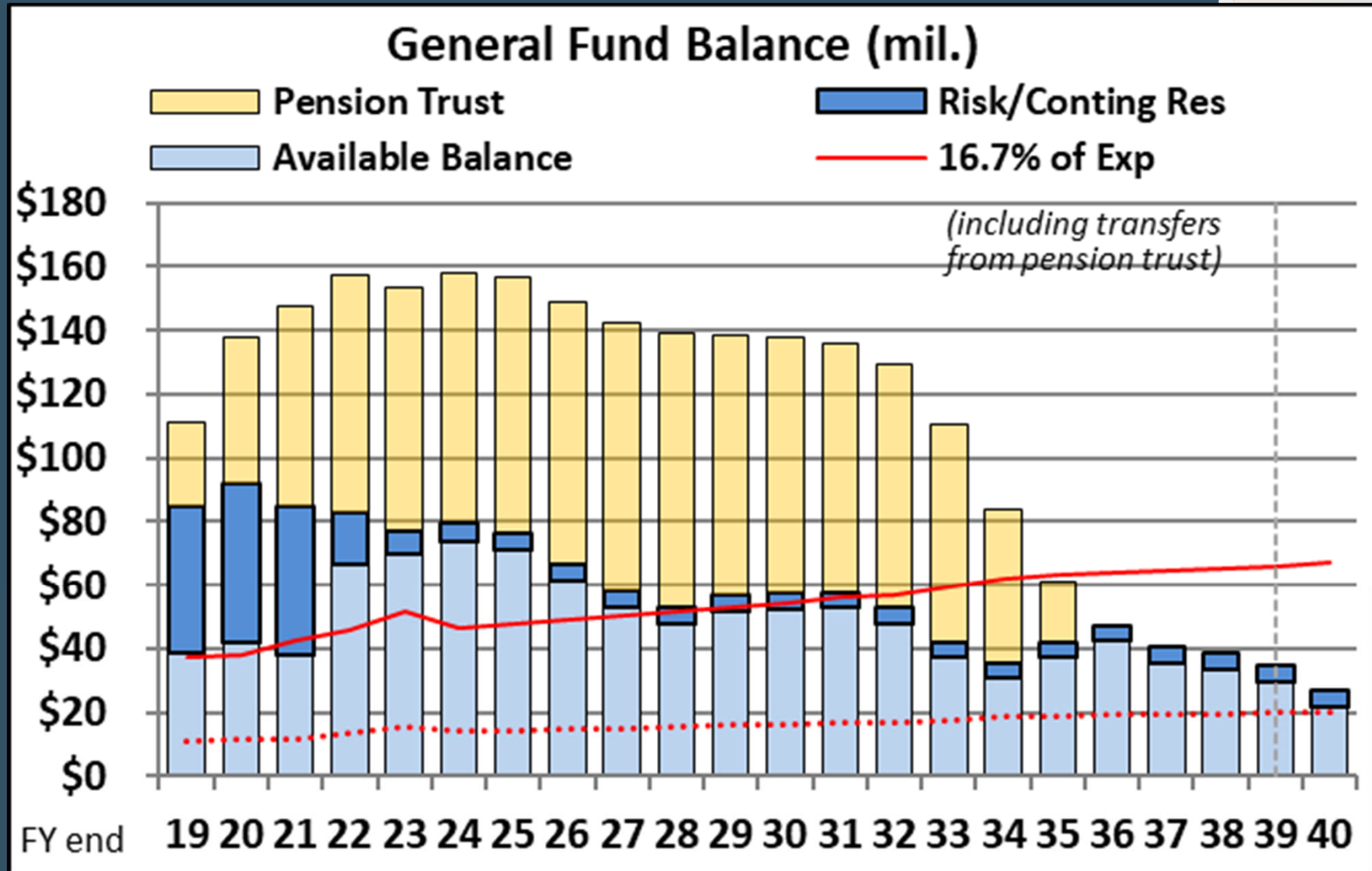
## Dollars in Thousands

Reserve Targets	Proposed Target at 6/30/21	Proposed Target at 6/30/22	Change
Priority I			
Working Capital (16.7% of Adopted Expenses)	\$ 42,651	\$ 47,156	\$ 4,504
Known Contingencies	58,613	55,278	(3,335)
Priority II - Risk-Based Reserves	72,154	77,444	5,290
	<u>173,418</u>	<u>179,877</u>	<u>6,459</u>

Projected Reserve Funding	FY 2020-21 Year End	FY 2021-22 Projected
Working Capital	\$ 37,651	\$ 47,156
Known Contingencies	41,826	55,278
Risk-Based Reserves	4,983	4,983
Total Balance for Reserves at June 30	<u>\$ 84,460</u>	<u>\$ 107,417</u>



# Long-Range Financial Plan with FY 2022-23 Proposed Budget [Page C-10 ]





# Revenue Loss & ARPA

	Actual Revenue Loss	Proposed Allocation
General Fund	\$929,687	\$930,000
Recreation Fund	\$1,425,061	\$500,000
Entertainment Venues	\$6,774,699	\$2,300,000
Parking Fund	\$2,111,559	\$770,000
Total		\$4,500,000

# Recommended Actions

- City Council Budget Resolution:
  - Adopt FY 2022-23 Annual Budget
  - Approve 2022-2027 Capital Improvement Plan
  - Approve FY 2022-23 Fee Schedule with revisions in Exhibit 1
  - Other administrative actions
- Adopt FY 2022-23 Successor Agency Budget
- Adopt FY 2022-23 Parking Authority Budget

